PROCEEDINGS OF THE PREBID MEETING HELD ON 09.09.2025 AT 4.00 PM AT IPP MALLESHWARAM HELD BY CHIEF ENGINEER & CHIEF GENERAL MANAGER (Tech) BSWML FOR THE BIDS INVITED THROUGH NOTIFICATION NO: DGM-1/BSWML/TEND/09/2025-26 DATED: 30.08.2025, Call-02.

OFFICER'S PRESENT:

1	Chief Executive Officer,BSWML	Sri.Karee Gowda
2	Chief Engineer& Chief General Manager (Tech) BSWML	Dr. B G Raghvendra Prasad
3	Deputy General Manager-1 BSWML	Sri. Chandrashekar A G
4	Assistant General Manager, BSWML	Sri. Santhoshkumar Kaddi
5	Assistant Manager, BSWML	Sri. Neelesh Kumar

AGENCIES PRESENT:

Sl.	Names
1	Ramesh Sharma, G L Constructions Company, Gurgaon
2	Shaik Mehaboob, Subhani Resustainablity Ltd., Ramky
3	Y N Rathan, Ramky
4	Mahesh Kumar, Antony Waste Handling Cell Limited

Note: Following are the responses to the queries received as part of the pre-bid meeting. The bidders are advised to refer to the Addendum-2 document for the updates being made.

Chief Engineer &
Chief General Manager
BSWML

Query Set #1: Antony Lara				
Sl.	**Reference**	**Text Provided**	**Query Raised**	**Response**
1	3.1.4 Similar Assignments Pg 65	Experience towards Construction and Operations & Maintenance of Wet Waste Processing and Treatment through Compositing of 600 TPD capacity OR Construction and O&M of Bio-methanation plant from MSW waste of 300 TPD capacity. AND Experience in construction and O&M of Waste to Energy plant to generate electricity from MSW of 7MW capacity.	The **scope of work does not specify any particular technology** (such as Waste to Energy). It has been clearly stated that the **selection of technology is at the discretion of the bidder**, subject to compliance with SWM Rules, 2016 and approvals. In view of this, we request the Authority to **remove the mandatory requirement for Waste to Energy experience**, and instead modify the clause to accept experience in **any proven MSW processing technologies.** **We request to modify as;** Experience towards Construction and Operations & Maintenance of Wet Waste Processing and Treatment through Compositing of **500 TPD capacity** **OR** Construction and O&M of Bio-methanation plant from MSW waste of 300 TPD capacity. **OR** MRF 800 TPD **OR**	Refer Addendum-2 for modification made to the tender document in this regard.

Chief Engineer &
Chief General Manager
BSWML

Query Set #1: Antony Lara				
Sl.	**Reference**	**Text Provided**	**Query Raised**	**Response**
			Experience in construction and O&M of Waste to Energy plant to generate electricity from MSW of 7MW capacity.	
2	Clause 3.1.3 (a) Technical Bid Evaluation Criteria Sub-Section A.1: Transportation Sl. No 1 Pg 60	Number of similar assignments: Bidder should have the experience of having successfully completed similar assignments of minimum 1,900 TPD for secondary transportation using compactor/container/ equivalent to transport municipal waste to processing facilities or landfill sites: a. More than 3 (three) projects: 6 marks OR b. 2 (two) projects: 4 marks OR c. 1(one) project: 2 marks	We request the Authority to revise the technical evaluation marking criteria as follows: Number of similar assignments: Bidder should have the cumulative experience of having successfully Ongoing/completed work for the Collection & transportation using compactor/container/ equivalent to transport municipal waste to processing facilities or landfill sites: a) Experience in handling 80% or higher quantity of the respective package- 6 Marks b) Experience in handling 50% or higher quantity of the respective package. -4 marks c) Experience in handling 40% or higher quantity of the respective package. -2 marks	Tender conditions prevail Chief Engineer & Chief General Manager BSWML
3	3.1.4 Similar Assignments	The similar Assignments should be in operation for continuous three years or more in India or Abroad in the period of past five	Request to modify the clause as; The similar Assignments should be in operation for continuous at least for 20 months or more in India or Abroad	Refer Addendum-2 for modification made to the tender document in this regard.

Query Set #1: Antony Lara				
Sl.	**Reference**	**Text Provided**	**Query Raised**	**Response**
		years from the PDD under the following:	in the period of past five years from the PDD under the following:	
4	Section A2-III, Pg 61	Other relevant assignments or similar work: If bidder have executed SWM projects for processing of the MSW through any approved technologies by any statutory body in India or abroad are executed on DBFOT model with minimum 50% of the bidder's investment for project size of minimum 250 TPD during last 5 years and project should be in operational condition as on PDD. 2 projects: 9 marks, OR 1 Project: 6 Marks	We wish to bring to your kind notice that processing and disposal projects are typically awarded for 20–30 years, and many reputed projects are still ongoing. We therefore request that the years must not be capped while considering project eligibility at least for the marking criteria.	Tender conditions prevail
5		Pg No:11- EMD Rs.1,00,000/- through epayment under of one the following i.e., online / RTGS / NEFT / OTC and the balance Rs.9,55,00,000/- by Bank Guarantee/ FDR issued by Nationalized/ Scheduled Bank	We kindly request the Authority to reduce the Bid Security to a reasonable level, i.e., ₹5 Crores We request the Authority to kindly consider allowing Insurance Surety Bonds in lieu of Bank Guarantees	Refer Addendum-2 for modification made to the tender document in this regard.
6		2.16.6 Copy of Technical Proposal including original Bid Security, Power of Attorney, Joint Bidding Agreement and other documents that cannot be submitted online, should be put in separate sealed envelopes		Tender conditions prevail.

Chief Engineer &
Chief General Manager
BSWML

Query Set #1: Antony Lara				
Sl.	**Reference**	**Text Provided**	**Query Raised**	**Response**
		and the sealed envelopes		
7		Pg No: 126 & 127 Annexure V Tentative location of the Package wise Processing plant location North package: Note: BSWML must procure the land at Terrafirma from private owner on standard purchase basis and South package: Note: To procure the land parcel on transferable basis from PWD to BSWML at Gollahalli.	Kindly clarify the status of the proposed land parcels for the ISWM facilities — whether they are already procured/available with the Authority or still to be procured. Further, we request the Authority to accept the Performance Bank Guarantee (PBG) only after transfer of land to the Concessionaire or upon execution of the Concession Agreement, whichever is later, considering the high value of the PBG	Tender conditions prevail.
8		General/Scope of Work Power Evacuation Responsibility	In case of Waste to Energy, we request that the responsibility for power evacuation from the plant be taken up by BSWML, including necessary grid connectivity, right of way, and statutory approvals.	Tender conditions prevail.
9		General Request for VGF Support	Considering the high capital investment required for infrastructure, vehicles, and processing systems, we request the Authority to provide Viability Gap Funding (VGF) of at least 30% of the capital cost. This support will help improve project bankability and attract more competitive bids. Kindly consider	Tender conditions prevail.

Chief Engineer &
Chief General Manager
BSWML

Query Set #1: Antony Lara				
Sl.	**Reference**	**Text Provided**	**Query Raised**	**Response**
10		General / Scope of Work Power tariff	We request the Authority to kindly provide the applicable power tariff for sale of electricity generated from the Waste to Energy plant.	Tender conditions prevail.
11		Pg No:56 9.1 Performance Security (the "Performance Security") for a sum of corresponding to [5% (five per cent)] of the Total Project Cost (based on the capital costs mentioned in the RFP document) during construction & mobilization period till Commercial Operation Date of the Project. Post-COD, the Performance Security shall be reduced to 25% (twenty-five per cent) till the end of Concession Period or till the Termination Date, as the case may be.	The requirement of Performance Security is very high. Since the Concessionaire is making the full investment for the project, this will create an additional financial burden. We kindly request the Authority to consider reducing the Performance Security to 2% of the Project Cost, in line with standard PPP practices, and thereafter to maintain a security of 1% of the annual billing post COD, on a yearly renewal basis.	Tender conditions prevail.
12		Pg No:13 2.2.1 Secondary collection, segregation,and transportation of MSW The Concessionaire shall be responsible for the following tasks related to Secondary Transportation, starting from at least [90 (ninety)] days prior to COD, or within 90 (ninety) days from the date of handover of the Transfer Station(s) to the	Kindly confirm that billing for tipping fee will commence from the first day of actual operations after. handover of the Transfer Station(s), based on the quantity handled.	Tipping for Secondary C&T will be payable after handover of transfer station(s), subject to meeting the KPIs and other conditions of the Concession Agreement.

Chief Engineer &
Chief General Manager
BSWTL

Query Set #1: Antony Lara				
Sl.	**Reference**	**Text Provided**	**Query Raised**	**Response**
		Concessioniare in that division		
13		Pg No:13 2.2.1 Secondary collection, segregation,and transportation of MSW Transportation of MSW from the Transfer Stations: The Authority/Authority's agencies will bring in MSW generated in the Project Area and the waste collected from the street sweeping activity to the Transfer Stations.	Kindly clarify whether the waste delivered at the Transfer Stations will be mixed or segregated. If the waste is not as per the prescribed segregation, can the Concessionaire reject such waste?	Tender conditions prevail.
14		Pg No.15 2.2.2 Processing & Disposal of MSW as per SWM Rules The Concessionaire shall also be responsible to take necessary action to accrue benefits from Carbon Credits, as per Clause 5.1.7 (hh), and subsequently share 50% of the benefits accrued from the Carbon Credits of the Project with the Authority.	We request the Authority to delete this clause, as the Concessionaire is making 100% investment and bearing operational risks. Carbon Credit revenues should remain entirely with the Concessionaire to support project bankability and financial viability.	Tender conditions prevail.
15		Pg No.16 2.2.3 Bulk Waste management: Since this is a commercial activity conducted on government land, the Concessionaire shall remit INR 800 per TPD of bulk waste	We request the Authority to delete this clause, as it will impact the project's financial viability	Tender conditions prevail.

Chief Engineer &
Chief General Manager
BSWML

Query Set #1: Antony Lara				
Sl.	**Reference**	**Text Provided**	**Query Raised**	**Response**
		handled. This amount shall be escalated by 5% every year in line with the escalation in the tipping fee).		
16		Pg No.16 2.3. Planned Project Capacity 2.3.3 The proposed planned capacity has been assessed and planned to meet the projected demand of Year 2030. Due to variations on a daily basis, the Concessionaire must accept maximum up to 125% of the Planned Capacity on any given day.	We request the Authority to clarify the actual committed project capacity and components required for bidding, so that all bidders consider uniform assumptions and prepare competent bids.	Tender conditions prevail.
17		Pg No.16 2.3. Planned Project Capacity 2.3.4 The Authority shall provide a Minimum Waste Guarantee, i.e, minimum amount of waste that shall be delivered to the Transfer Stations (excluding the amount committed to existing plants) equal to 50% of the Planned P&D Capacity in the first 5 years after COD, and equal to 75% of the Planned P&D Capacity. This shall include the waste from Bulk Waste Generators,	Since door-to-door collection is not within the bidder's scope and the Concessionaire is making the full project investment, we request the Authority to: (a) Increase the Minimum Waste Guarantee to 80% of the Planned P&D Capacity for the entire concession period, to ensure financial viability and fair risk sharing. (b) Exclude Bulk Waste Generators (BWGs) from the Minimum Waste Guarantee, as BWG waste is a separate commercial activity and should not be included in the guaranteed municipal waste quantum.	Refer Addendum-2 for modification made to the tender document in this regard.

Chief Engineer &
Chief General Manager
BSWML

Query Set #1: Antony Lara				
Sl.	**Reference**	**Text Provided**	**Query Raised**	**Response**
18		Pg No.17 2.4.1 Scope of work for Secondary Transportation: The average trip distance considered for secondary transportation—from the Transfer Station to the entry point of the processing plant up to the weighbridge—is estimated at 75.00 kilometers	Kindly confirm whether the 75 km is considered oneway distance or round-trip distance. Further, we request the Authority to allow reimbursement in case of variation of more than 5% (instead of 10%), as transportation cost is a critical component impacting project viability	Tender conditions prevail. 75km is avg. round-trip distance.
19		**Pg No.17** 2.4.1 Scope of work for Secondary Transportation: The operation and maintenance of Transfer Stations handed over to the Concessionaire shall be the sole responsibility of the Concessionaire throughout the Concession Period.	We request that the cost of repairs, liquidated damages, or major breakdowns in the Transfer Station infrastructure be borne by the Authority for at least the first 5 years after handover.	Tender conditions prevail.
20		**Pg No.18** 2.4.1 Scope of work for Secondary Transportation: The Concessionaire shall be responsible for identifying suitable land parcels and establishing the required infrastructure, including vehicle parking yards, workshops, canteens, and administrative buildings, in accordance with	we request the Authority to provide suitable land parcels for development of parking yards, workshops, canteens, and administrative buildings. The Concessionaire will invest in developing and maintaining these facilities at its own cost.	Refer Addendum-2 for modification made to the tender document in this regard. Chief Engineer & Chief General Manager BSWML

Query Set #1: Antony Lara				
Sl.	**Reference**	**Text Provided**	**Query Raised**	**Response**
		operational and regulatory requirements. These facilities are to be developed in each Zone at the		
21		**Pg No.20** 2.4.2 Scope of work for Processing and Disposal: The Concessionaire shall also develop waste management facilities for the treatment and disposal of dead animals, sanitary waste, and any other waste types as authorized by the Authority as per the SWM Rules of 2016.	We request the Authority to delete this clause, as the treatment and disposal of dead animals and sanitary waste require specialized facilities, are outside the defined scope of MSW processing,	Tender conditions prevail.
22		**Pg No.28** 3.3 Concession Period Construction must be completed within 24 months from either the date of signing of the Agreement or the site handover	We request the Authority to consider the 24-month construction period from the date of issuance of Environmental Clearance (EC), as EC is a critical statutory requirement and delays in its approval are beyond the Concessionaire's control.	Refer Addendum-2 for modification made to the tender document in this regard.
23		**Pg No.31** 4.1.3 Conditions Precedent for Concessionaire Procured at its own cost, water connection, power connection and other service connections to the Site;	We request the Authority to provide water, power, and other utility connections up to the boundary/gate of the proposed site, as is the standard practice in PPP projects. The Concessionaire will take	Refer Addendum-2 for modification made to the tender document in this regard.

Chief Engineer &
Chief General Manager
BSWML

Query Set #1: Antony Lara				
Sl.	**Reference**	**Text Provided**	**Query Raised**	**Response**
			responsibility for internal distribution within the site	
24		**Pg No.62** 9.10. Mobilization Advance Guarantee (Deleted)	Since no Viability Gap Funding (VGF) is being provided for this project, we request the Authority to consider extending a Mobilization Advance of 20% of the project cost (against Bank Guarantee). This will ease initial cash flow requirements and support timely commencement of works.	Tender conditions prevail.
25		**Pg No.63** 10.1 The sites 10.1.4 Vesting of Site to Concessionaire: The Authority shall provide land for processing facilities for each package for permissive use only. No other land parcel shall be provided to Concessionaire for this Project.	The land parcels indicated in the RFP appear insufficient for development of a 3,750 TPD ISWM facility. We request the Authority to provide additional land during the course of the project to ensure adequate space for processing, landfill, ancillary infrastructure, and future expansion.	Tender conditions prevail.
26		**Pg No.75** 13.2. Remuneration The Authority shall pay the Independent Engineer all fees, costs, charges, and expenses payable to the Independent Engineer in accordance with the terms of its appointment (collectively "the	We request the Authority to bear the full cost of the Independent Engineer, as the appointment and scope of work are primarily for monitoring and enforcement of compliance on behalf of the Authority.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #1: Antony Lara				
Sl.	**Reference**	**Text Provided**	**Query Raised**	**Response**
		Remuneration"). However, the Authority and Concessionaire shall share this expense equally on a 50:50 basis.		
27		**Pg No.78** ARTICLE 14 : PROJECT MANAGEMENT UNIT	We request the Authority to reconsider the requirement of a separate Project Management Unit (PMU). Since an Independent Engineer (IE) is already being appointed for monitoring and compliance,	Refer Addendum-2 for modification made to the tender document in this regard.
28		**Pg No.** 99 & 100 MILESTONE/ KEY ACTIVITIES TO BE UNDERTAKEN BY CONCESSIONAIRE	We request the Authority to extend the construction period to 24 months from the date of Environmental Clearance (EC), as obtaining EC is a mandatory process and often takes significant time beyond the control of the Concessionaire.	Refer Addendum-2 for modification made to the tender document in this regard.
29		**Pg No.105** 15.13. Trial Operations 15.13.12 The Concessionaire will not be entitled to any payment for conducting the Trial Operations, which shall be carried out solely at the cost and risk of the Concessionaire	We request the Authority to provide payment for trial operations, if trial operations extend beyond 7 days, the waste handled should be billable under tipping fee to ensure fair cost recovery.	Refer Addendum-2 for modification made to the tender document in this regard.
30		**Pg No.124** Payment of Tipping Fee The PMU should process and recommend within 7 working	Kindly clarify the maximum number of days allowed for the Authority to release tipping fee payments to the Concessionaire. We also request	Refer Addendum-2 for modification made to the tender document in this regard.

Chief Engineer &
Chief General Manager
BSWML

Query Set #1: Antony Lara				
Sl.	**Reference**	**Text Provided**	**Query Raised**	**Response**
		days of the receipt of the Tipping Fee Statement from the Concessionaire, and within 21 days for the Tranche 2 of the Payment	that, in case of delay beyond the stipulated period, interest be paid to the Concessionaire for the delayed days, to ensure timely cash flow and financial sustainability of the project.	
31		**Pg No.127** 18.4. Default Interest: NOT APPLICABLE	We request the Authority to allow default interest on delayed payments. Since tipping fee payments are the primary revenue stream for the Concessionaire, any delay affects project viability	Refer Addendum-2 for modification made to the tender document in this regard.

Chief Engineer &
Chief General Manager
BSWML

Query Set #2: Sudhakara Infratech Pvt. Ltd.				
Sl.	**Reference**	**Text Provided**	**Query Raised**	**Response**
1			At the outset we respectfully submit that permitting Onginal Equipment Manufacturers (OEMs) to qualify under the technical eligibility criteria poses significant risks to the accountability, delivery, and long-term sustainability of this project. OEMs are essentially suppliers of technology and equipment, and in most cases, they do not take responsibility for complete project execution or ongoing operations. If OEM qualification is permitted, there exists a strong possibility that concessionaires without proven operational experience could secure contracts merely through OEM tie-ups. This practice undermines accountability, since OEMs are not legally bound to ensure project commissioning continued operations beyond equipment supply In fact, past experience shows that such OEM-based qualifications have led to projects being awarded but never successfully developed or operated For example, the Plasma Gasification Plant in Pune (Maharashtra), based on Westinghouse Plasma technology. was intended to generate power but failed to deliver electricity due to technical and operational shortcomings. Despite being	Refer Addendum-2 for modification made to the tender document in this regard. Chief Engineer & Chief General Manag BSWML

Query Set #2: Sudhakara Infratech Pvt. Ltd.				
Sl.	**Reference**	**Text Provided**	**Query Raised**	**Response**
			awarded, the project never became fully functional. Similarly, in the United States, the Fulcrum BioEnergy waste-to-energy facility aimed to process 200,000 tons of MSW annually into jet fuel but produced only 350 gallons against projections of 10.5 million gallons The project ultimately collapsed, and the company ceased operations after defaulting on its obligations. Closer home, the Ghazipur Waste-to-Energy Plant in Delhi struggled for years to stabilize operations due to over-dependence on equipment suppliers without adequate operational backing. leading frequent shutdowns concerns to and public safety concerns. These examples clearly illustrate the risks associated with allowing OEMs to qualify bidders without requiring praven operational track record. Such experiences underscore the critical importance of operational capability as a qualification benchmark. Municipal solid waste management projects involve continuous responsibilities of processing. treatment, and disposal, where failure is not an option. For this reason, eligibility should be anchored in demonstrable developer experience of similar large-scale projects executed and operated in India or abroad, rather than	Chief Engineer & Chief General Manager BSWML

Query Set #2: Sudhakara Infratech Pvt. Ltd.				
Sl.	**Reference**	**Text Provided**	**Query Raised**	**Response**
			OEM tie-ups. We therefore earnestly request that the tender eligibility criteria be revised to exclude OEM qualification as a substitute for operational experience. Only developers with proven track record from India or abroad should be considered, to ensure accountability, technical capability, and reliable execution of the project. We trust your good office will take these concerns into account and issue the necessary clarifications to maintain transparency, competitiveness, and executional reliability	

Chief Engineer &
Chief General Manager
BSWML

Query Set #3: Cube Bio-Energy Pvt Ltd.				
Sl.	**Reference**	**Text Provided**	**Query Raised**	**Response**
1			Through this letter, we would like to bring to your kind notice that there is technical discrepancybetween the paper notification given and the actual tender documents uploaded in the KTPPPortal related to the above-mentioned project. The said technical discrepancy is creating confusion between tender notification given in thenewspapers which indicates 3rd call notification and where the tender documents uploaded in the KTPP Portal indicates as 2nd Call notification. So, we request your kind office to look into this technical discrepancy of uploading the notification or wrong documents. Also, we request you to provide clarity in the tender documents because the following important clauses of the PPP Project are missing from the tender documents uploaded in the KTPP portal. 1. Ownership of Proposed Site (Is it with the BBMP or State Government or Private Party).	Refer Addendum-2 for modification made to the tender document in this regard.

Chief Engineer &
Chief General Manager
BSWML

Query Set #3: Cube Bio-Energy Pvt Ltd.				
Sl.	**Reference**	**Text Provided**	**Query Raised**	**Response**
			2. Latest Site Survey Report to understand the site boundaries / actual available area in acres. 3. Availability of Proper Industrial Access Roads and site utilities such as water, power and drain systems. 4. Clarify on the Project Schedule (multiple indications are indicated between the tender documents and concession agreements). 5. Standard Termination Payments for Parties of Contract to safeguard the investment made by the private partner. 6. Applicability of Interest Clause for Delay Payments. 7. Arbitration Provision for Disputes Resolutions between the parties. We hope you will review the above important and provide the necessary clarity on the tender notification by issuing the necessary corrigendum on immediate basis in the interest of wider participation and to ensure competitiveness.	Chief Engineer & Chief General Manager BSWML

Query Set #4: VS Waste Pvt Ltd.				
Sl.	**Reference**	**Text Provided**	**Query Raised**	**Response**
1			At the outset, we would like to submit that the minimum qualification criteria should clearly specify execution of at least one single project of 1900 TPD in Collection and Transportation (C&T) of municipal solid waste. In this regard, our company is currently engaged in outsourcing C&T services to a concessionaire in Delhi where we are successfully handling 2000 TPD of waste under a single project. This demonstrates our proven capability in executing large-scale C&T projects. Hence, experience in outsourced C&T operations of this scale should also be considered valid for qualification purposes, as it provides equal assurance of operational competence and execution capacity. We also wish to bring to your kind notice that there exists a significant discrepancy between the paper notification and the documents uploaded on the KTPP Portal relating to the above-mentioned project. While the paper notification indicates a 3rd call, the portal version reflects a 2nd call, leading to ambiguity regarding the applicable tender conditions. This inconsistency is causing confusion for potential bidders, and we respectfully urge your office to issue the necessary corrigendum so as to ensure clarity,	Refer Addendum-2 for modification made to the tender document in this regard. Chief Engineer & Chief General Manager BSWML

Query Set #4: VS Waste Pvt Ltd.				
Sl.	**Reference**	**Text Provided**	**Query Raised**	**Response**
			wider participation, and fairness in the tendering process. Further, we observe that several critical clauses normally forming part of such PPP projects are either missing or unclear in the uploaded tender documents. Matters such as clarity on ownership of the proposed site, availability of proper access roads and utilities, confirmation of site boundaries through survey reports, consistency in project schedules, termination payments safeguarding investments, interest applicability on delayed payments, and arbitration provisions for dispute resolution have not been explicitly addressed. These omissions not only reduce transparency but also create uncertainty in assessing the risks and obligations of concessionaires. Additionally, and most importantly, we reiterate that our company is a specialized entity engaged exclusively in Collection and Transportation of municipal solid waste. It is therefore critical that C&T is recognized and made a mandatory qualification criterion in the tender process. Since the tender encompasses multiple facets of solid	Chief Engineer & Chief General Manager BSWML

Query Set #4: VS Waste Pvt Ltd.				
Sl.	**Reference**	**Text Provided**	**Query Raised**	**Response**
			waste management, there is a risk that companies without proven expertise in C&T could be considered, which may undermine efficiency in execution. We therefore request you to explicitly include C&T as a mandatory qualification requirement, thereby allowing specialized companies like ours to participate effectively and contribute to the success of the project. We sincerely hope you will review these concerns and issue the necessary clarifications at the earliest, so as to uphold competitiveness, transparency, and operational efficiency.	

Chief Engineer &
Chief General Manager
BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
1		DCA Article 13 & 14 Page no 75-80 IE/PMU	1. Please specify, whether it is IE or PMU or both? What will be the role and responsibility of each and who will bear the cost? 2. It is suggested that if any cost is to borne by the selected concessionaire the appointment should be in consultation with the concessionaire.	Refer Addendum-2 for modification made to the tender document in this regard.
2		RFP, Clause 2.16.5 DCA, Clause 18.1.6 Price escalation 5% year on year	Please modify the same to Price escalation 5% year on year on previous year tipping fee+ WPI	Tender conditions prevail.
3		DCA, Clause 18.1.6 The proportion of the Overall Tipping Fee determined towards Secondary Transportation: Processing & Disposal is 50:50. That is, if the Overall Tipping Fee is Rs. 100/TPD	We propose that the ratio of Secondary C&T to P&D be revised to 30:70, respectively as P&D has huge CAPEX investment with less of returns. Please modify accordingly	Tender conditions prevail.
4		DCA, Page 31, Clause 4.1.3 **Conditions Precedence for Concessionaire** Procured at its own cost, water connection, power connection and other service connections to the Site;	Kindly change the provisioning of all the utilities like Power connection, sewer, drainage, motorable roads, boundary wall, water supply and other appurtenant to the project facilities i.e. site(s) by the authority.	Refer Addendum-2 for modification made to the tender document in this regard.
5		DCA, Page 18, Clause 2.4.1 The Concessionaire shall be responsible for identifying suitable land parcels and establishing the	Please change this responsibility from Concessionaire to the Authority.	Refer Addendum-2 for modification made to the tender document in this regard.

Chief Engineer &
Chief General Manager
BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		required infrastructure, including vehicle parking yards, workshops, canteens, and administrative buildings, in accordance with operational and regulatory requirements. These facilities are to be developed in each Zone at the Concessionaire's own cost and maintained in compliance with prevailing statutory and safety norms.		
6		RFP, Annexure V, Page 130 Land Tentative location of the Package wise Processing plant location. Area Available (Acre): 90 Acre (Approx.) for North Package Area Available (Acre): 100 Acre (Approx.) for South Package	As per the RFP, the tentative land availability is indicated as 90 acres (approx.) for the North Package and 100 acres (approx.) for the South Package. However, during our site visit and survey, we observed that the land earmarked for the North Package is only about 40 acres and is currently under possession of a private party, while the land available for the South Package is limited to approximately 15 acres. We request the Authority to kindly clarify: In case of any shortfall in land availability, or change in the location/size of the site, what mechanism or alternative arrangement will be adopted by the Authority to ensure project viability?	Refer Addendum-2 for modification made to the tender document in this regard. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
7		DCA, Page 63, Clause 10.1.4 No other land parcel shall be provided to Concessionaire for this Project.	If the Authority is unable to hand over the designated land within the Conditions Precedent period due to administrative, legal, or local issues, it is requested that suitable and equivalent alternate land within the project package be provided to avoid delays and ensure timely fulfillment of the Concessionaire's obligations. Considering that this is a 30-year project, the quantum of waste is expected to increase significantly over the concession period. Accordingly, additional land may be required in the future for expansion of processing facilities as well as for the development of SLF cells. We therefore request the Authority to kindly clarify whether provisions can be made for allocation of additional land parcels, as and when required during the concession period, to ensure the long-term sustainability of the project.	Refer Addendum-2 for modification made to the tender document in this regard.
8		DCA, Page 3 The Authority shall utilize its own funds to construct transfer stations within each division of the project jurisdiction and subsequently hand them over to the successful bidder	As this is an integrated Project encompassing both Secondary Collection & Transportation and Processing & Disposal components, we respectfully request the Authority to include the development and construction of Transfer Stations and Vehicle Procurement within the scope	Tender conditions prevail. Chief Engineer & Chief General Manag BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
			of the Concessionaire. In this regard, a specific capital grant amount may be allocated by the Authority, with disbursement linked to the achievement of construction milestones related to the Transfer Stations. We request Authority to give all the grants received from Central govt. or any organization with respect to Management of Municipal Solid works in the Project area to the Concessionaire during the Concession period.	
9		DCA, Clause 15.12 Milestone/ Key Activities To be undertaken by Concessionaire	We respectfully request the Authority to consider and grant a construction period of 36 (thirty-six) months from the date of obtaining the CTE, for the execution of the Integrated Processing and Disposal Facility.	Refer Addendum-2 for modification made to the tender document in this regard.
10		DCA, Page 16, Clause 2.2.3 Since this is a commercial activity conducted on government land, the Concessionaire shall remit INR 800 per TPD of bulk waste handled. This amount shall be escalated by 5% every year in line with the escalation in the tipping fee).	Since the capital investment for the Processing & Disposal (P&D) facility is being made entirely by the Concessionaire, the proposed royalty charge of ₹800 per tonne appears to be disproportionately high. We request the Authority to delete this provision as the investment is solely made by the concessionaire. We request you to include BWGs Collection and Transportation along	Tender conditions prevail.

Chief Engineer &
Chief General Manager
BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
			with Processing and Disposal works in the scope of the Concessionaire.	
11		DCA, Page 62, Clause 9.10 Mobilization Advance Guarantee (Deleted)	We respectfully request the Authority to provide a Mobilization Advance equivalent to 20% of the approved Capital Cost of the Project.	Tender conditions prevail.
12		DCA, Page 127, Clause 18.4 Default Interest: NOT APPLICABLE	Upon any failure to make a payment beyond the due date, the Defaulting Party shall be liable to pay default interest on all such outstanding amounts at the rate as declared by the State Bank of India (SBI PLR rate) +3% per annum or part thereof.	Refer Addendum-2 for modification made to the tender document in this regard.
13		DCA, Page 169, Clause 27.3 Arbitration [Deleted]	Any dispute should be referred and resolved through dispute resolution and arbitration The Arbitration and Conciliation Act, 1996.	Refer Addendum-2 for modification made to the tender document in this regard.
14		Vol : I (RFP) Page : 13 Point : 3 The quoted rates of tipping fee shall be excluding GST.	We request the authority to consider the quoted rates excluding all kind of taxes, duties and cess as well. In the financial bid submission in the KPPP Portal, there is a section / tab to indicate the taxes and duties, this section / tab to be removed as this bid quote is excluding the GST as well.	Tender conditions prevail.
15		Vol : I (RFP) Appendix II ➢ Form 1: Covering Letter ➢ Form 2 A: Format for Price Bid sheet	We respectfully bring to the kind attention of the Authority that Appendix II of the Bid Documents pertains to the Financial Proposal, which, in accordance with standard bidding	Refer Addendum-2 for modification made to the tender document in this regard.

Chief Engineer &
Chief General Manager
BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		➢ Form 2B: Format for Financial Bid Support Document ➢ Form 3: Letter of Declaration ➢ Form 4: Declaration regarding customs / excise duty exemption for materials to be purchased for use in developing the Project	procedures, is to be submitted separately and distinctly from the Technical Proposal. However, it is observed that the KPPP portal, under the Financial Section, permits the submission of only a lump sum quoted amount in the Price Bid, without provision for uploading or submitting the detailed financial formats prescribed under Appendix II. Given the technical constraints of the KPPP portal and the principle that financial information is not to be disclosed or submitted along with the Technical Bid, the inclusion of Appendix II as a mandatory submission at the time of bid upload may lead to procedural inconsistencies and inadvertent non-compliance. In view of the foregoing, we request the Authority to delete the requirement for submission of the detailed financial forms under Appendix II as part of the Bid documents to be uploaded on the portal, and to instead consider requiring the same at a later appropriate stage in the bidding process, if deemed necessary.	Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
16		Vol : I (RFP) Page : 14 Point : 5.d Resource Utilization Statement by considering the existing establishments of BSWML/BBMP	We request the authority to provide the list of existing establishments and vehicles (package wise), which will be transferred to the concessionaire as part of the concession.	Tender conditions prevail.
17		Vol I: (RFP), Pg: 42, Clause: 2.16.1 (e) "In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail. In case of any discrepancy between the RFP documents uploaded on the Karnataka Public Procurement Portal / Official Website of the Authority, the former shall prevail."	Clause 2.16.1(e) provides that in case of any discrepancy, the version uploaded on the Karnataka Public Procurement Portal shall prevail. Kindly confirm whether any corrigendum/ addendum or responses to pre-bid queries issued by the Authority will override such discrepancies?	Tender conditions prevail.
18		Vol I: (RFP), Pg: 50, Clause: 2.20.4 (e) "In the case of a Selected Bidder, if the Bidder fails to sign the Concession Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or"	Clause 2.20.4(e) permits forfeiture of Bid Security if the Selected Bidder fails to "commence the assignment" per Clause 2.30. Kindly confirm whether procedural delays in signing or mobilisation (not attributable to the Bidder) would exempt the Bidder from forfeiture. We also request the Authority to include a cure period of 180 days before such forfeiture is enforced.	Tender conditions prevail. Chief Engineer & Chief General Manager
19		Vol I: (RFP), Pg: 50,	Clause 2.21.1 provides for the forfeiture of Performance Security, ESHS	Tender conditions prevail.

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		Clause: 2.21.1 "The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority any other right or remedy hereunder or in law or otherwise, its Performance Security, ESHS Performance Security or O&M Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions: (a) If a Bidder engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP; (b) if the Bidder is found to have a Conflict of Interest as specified in Clause 2.3; and (c) if the Selected Bidder commits a breach of the Concession Agreement."	Security, and O&M Security as pre-estimated compensation for various events. We request the Authority to kindly clarify whether such forfeiture will be exercised only after providing a notice and an opportunity to be heard. Further, in case of disputes, would such forfeiture be subject to adjudication under the Dispute Resolution Clause of the Concession Agreement?	Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
20		Vol I: (RFP), Pg: 53, Clause: 2.22.6 "Any information contained in the Proposal shall not in any way be construed as binding on the Authority, their agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it."	Clause 2.22.6 states that proposal information is not binding on the Authority even after selection. Kindly clarify whether, post issuance of LOA, the information provided in RFP, information provided in DCA, technical and financial proposal form part of the binding obligations under the Concession Agreement, unless expressly superseded.	Tender conditions prevail.
21		Vol I: (RFP), Pg: 54, Clause: 2.26.2 "The substitution of Key Personnel with a candidate of similar experience or more relevant experience shall be accepted during the course of the execution of contract, due to exceptional reasons which would be beyond the control of the concessionaire. Such Substitute shall always have sufficient overlap period for transition, unless the replacement is done due to sudden health reasons. The substitution must be done after approval from the Authority. If the substitution is not made in line with these conditions, a sum equal to 20% (twenty percent) of the remuneration specified for the original Key	The Key personnel provision should be considered only for the Pre qualification criteria and not for the whole Concession Period. This is a 30 years long contract provisions mentioned under Clause 2.26.2 imposes significant penalties (20% and 50% of remuneration) on substitution of Key Personnel, even in cases of unavailability due to health or other uncontrollable reasons. We request the Authority to consider waiving these penalties for substitutions due to medical or force majeure causes, and to limit the penalty to actual demonstrable loss caused to the project, if any.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		Personnel shall be deducted from the payments due to the Applicant. In the case of a second such substitution hereunder, such deduction shall be 50% (fifty percent) of the remuneration specified for the original Key Personnel. Any further such substitution may lead to disqualification of the Applicant or Termination of the Agreement."		
22		Vol I: (RFP), Pg: 55, Clause: 2.26.3 "Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Bidder or termination of the Agreement, if the reasons are not acceptable to the Authority."	With due respect, we submit that Clause 2.26.3, which disallows substitution of the Team Leader and prescribes that any such substitution may lead to disqualification or termination, is arbitrary, impractical, and without a reasonable basis, particularly considering the long tenure of the Project, which spans 30 years. In practical terms, it is not feasible to retain the same individual in a specific role for the entire duration of the contract, given the dynamic nature of employment, personal circumstances, and evolving organizational requirements. We therefore respectfully request the Authority to delete Clause 2.26.3 and to	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

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Sl.		**Text Provided**	**Query Raised**	**Response**
			consider requiring Key Personnel details solely for the purpose of pre-qualification assessment. Further, we propose that the substitution of any personnel, including the Team Leader, should be at the sole discretion of the Concessionaire, provided that any replacement continues to meet or exceed the minimum educational and professional qualifications prescribed for the relevant position.	
23		Vol I: (RFP), Pg: 55, Clause: 2.27 " The Bidder shall, subject to the provisions of the Agreement, indemnify BSWML for any direct loss or damage that is caused due to any deficiency in services. The indemnity of the contract shall be dealt as per Section 124 of the Indian Contract Act,1872."	Clause 2.27 provides that the Bidder shall indemnify for any "direct loss or damage due to deficiency in services." We request the Authority to exclude indirect or consequential losses from the indemnity scope. We also request the authority that the indemnity obligation is capped to maximum of INR 10 lakhs Requesting the authority to consider the reframing of the clause.	Tender conditions prevail.
24		Vol I: (RFP), Pg: 56, Clause: 2.29.2 And Vol I: (RFP),	Clause 2.29.2 and 2.30 allow for forfeiture of Bid Security if the Selected Bidder fails to execute the Concession Agreement or commence the Project within the prescribed time. Kindly clarify whether forfeiture will be preceded by a written notice and opportunity to cure	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		Pg: 57, Clause: 2.30 "Clause 2.29.2 If the Special Purpose Vehicle fails to execute the Concession Agreement on or before the date specified in LOA, the Authority may, unless they consent to an extension, without prejudice to any of their rights under the RFP or law, disqualify the Selected Bidder, revoke the LOA and forfeit the Bid Security. If Authority elect to disqualify such Selected Bidder and revoke the LOA, then the procedure set out in Clause 2.29.6 shall follow." AND "Clause 2.30 The Bidder shall commence the implementation of the Project at the Site(s) within [7 (seven)] days of the execution date of the Concession Agreement, or such other date as may be mutually agreed. If the Bidder fails to either sign the Concession Agreement as specified in Clause 2.29 or commence the Project as	the delay, especially in case of delays not attributable to the Selected Bidder (e.g., pending site handover, approvals, or delays by Authority).	Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		specified herein, the Authority reserves the right to cancel the tender. In such an event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4."		
25		Vol I: (RFP), Pg: 72, Clause: 5.2 "During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process. i. The Authority may issue necessary interpretations, clarifications and Addenda as deemed fit. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. ii. Any Corrigendum/Addendum thus issued will be uploaded in the	Kindly confirm that only written clarifications and addenda issued by the Authority (and not oral statements during the pre-proposal meeting) shall have binding legal force for the purposes of interpretation of the RFP and evaluation.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		website https://karnatakatenders.gov.in. iii. Any verbal clarifications and information given by BSWML or its employees or representatives shall not in any way or manner be binding on BSWML."		
26		Vol I: (RFP), Pg: 77, Appendix-I Form-1, Clause: 9,10,11 "9.I/We certify that in regard to matters other than security and integrity of the country, have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community. 10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence	Kindly confirm that the declarations in Clauses 9–11 relate only to material matters that affect the bidder's technical/financial capacity or project eligibility and that minor or unrelated notices (not resulting in conviction or suspension) will not be considered disqualifying.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		committed by us or by any of our Associates. 11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees."		
27		Vol I: (RFP), Pg: 78, Appendix-I Form-1, Clause: 17 In the event of my/our firm/ Joint Venture/Consortium being selected as the Concessionaire, I/we agree to enter into the Concession Agreement in accordance with the Schedule-I of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.	Kindly confirm whether non-negotiability in Clause 17 applies only to material or commercial deviations, and whether clarificatory or mutually agreed amendments for operational alignment will be allowed post-LOA.	Tender conditions prevail.
28		Vol I: (RFP), Pg: 78, Appendix-I Form-1, Clause: 178 "...we shall have no claim, right or title arising out of any documents or information provided...except as set forth in the Concession Agreement..."	Kindly confirm that Clause 18 does not preclude the bidder's right to rely on pre-bid responses, site visit reports, or official project data shared by the Authority, and that any misrepresentation or inaccuracy therein will not prejudice the bidder.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
29		Vol I: (RFP), Pg: 80, Appendix-I Form-2, Clause: 7 "A statement by the Bidder and each of the Members of its Joint Venture/Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)"	No threshold is prescribed for materiality, timeline, or relevance. Kindly define the materiality threshold and time period for disclosure under Clause 7 of Form-2. The clause extends declarations to Associates without defining proximity or control threshold (e.g., holding-subsidiary, promoter group, etc.) Kindly clarify the definition and scope of "Associates" for the purpose of declarations under Form-2. We request that disclosures be limited to those Associates whose credentials are used for qualification or who hold significant control (e.g., >50% ownership).	Tender conditions prevail.
30		Vol : II (DCA) Page : 15 Clause : 2.2.2 The Concessionaire shall also be responsible to take necessary action to accrue benefits from Carbon Credits, as per Clause 5.1.7 (hh), and subsequently share 50% of the benefits accrued from the Carbon Credits of the Project with the Authority.	We request the Authority to kindly confirm that all revenues generated from the Project shall solely accrue to, be earned by, and be retained by the Concessionaire, in view of the fact that the entire investment, including capital and operational expenditure, is being made by the Concessionaire. This confirmation is essential to uphold the principles of commercial viability and risk-reward balance under the Concession framework.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.

Sl.		Text Provided	Query Raised	Response
31		DCA Clause 2.5 (item #8 The Authority shall have right over assets and technology in case of termination or expiration of Concession Period, whichever is earlier.	Requesting authority to amend the clause as "The Authority shall have right over assets and technology in case of termination or expiration of Concession Period, whichever is earlier, upon due payment of Termination Payments".	Refer Addendum-2 for modification made to the tender document in this regard.
32		Vol II: (DCA), Pg: 17, Clause: 2.4.1 The jurisdictional area under the scope of this package comprises sixteen (16) divisions. Each division shall be provided with a Transfer Station, to be developed by BSWML and subsequently handed over to the respective Concessionaire for that jurisdiction.	The specifications and OEM of equipments should be finalized in consultation with the concessionaire as we will have to do the O&M	Tender conditions prevail.
33		Vol II: (DCA), Pg: 18, Clause: 2.4 .1 The Concessionaire shall be responsible for identifying suitable land parcels and establishing the required infrastructure, including vehicle parking yards, workshops, canteens, and administrative buildings, in accordance with operational and regulatory requirements.	We request the authority to arrange the land parcel adjacent & contiguous to the transfer station / processing facility for the construction of vehicles parking yards, workshops, canteen, and administration buildings at free of cost. Authority to confirm.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
34		DCA Clause 2.3.1 Page 16 The comprehensive Integrated Solid Waste Management (ISWM) Project is intended to cover the entire jurisdictional area encompassing the full extent of BBMP limits and the Bengaluru Urban District area. This area is distributed across two packages, with the jurisdiction pertaining to North Package detailed more precisely and annexed as Annexure-I of the RFP	We understand that the waste generated during the entire concession period in the jurisdiction of respective package minus existing commitment as on date will be handed over to the concessionaire. Authority to confirm.	Tender conditions prevail.
35		Vol : II (DCA) Page : 16 Clause : 2.3.4 The Authority shall provide a Minimum Waste Guarantee, i..e, minimum amount of waste that shall be delivered to the Transfer Stations (excluding the amount committed to existing plants) equal to 50% of the Planned P&D Capacity in the first 5 years after COD, and equal to 70% of the Planned P&D Capacity thereafter. This shall include the waste from Bulk Waste Generators, if any, accepted for processing by the Concessionaire.	The Minimum Waste Guarantee given by the authority is very low, whereas the plant planned capacity is Sought by the authority is 125% of the waste generation. Hence we request the authority to consider and assure a minimum waste guarantee of 100% from the transfer station. And the authority should pay a compensation of 100% of tipping fee for the differential quantities, if the minimum assured quantity (available at the transfer station) is less than 95% on a daily basis.	Refer Addendum-2 for modification made to the tender document in this regard. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.

Sl.		Text Provided	Query Raised	Response
36		Vol : II (DCA) Page : 20 Clause : 2.4.2 The Concessionaire shall also develop waste management facilities for the treatment and disposal of dead animals, sanitary waste, and any other waste types as authorized by the Authority as per the SWM Rules of 2016.	It is understood that the processing and disposal of any waste not falling within the scope of the Solid Waste Management Rules, 2016, or any amendments thereto, shall be undertaken only upon payment of a service fee, to be mutually agreed upon by both parties. Request confirmation from the Authority on the above.	Tender conditions prevail.
37		Vol : II (DCA) Page : 21 Clause : 2.4.3 Items excluded from Scope of work: Receive, manage, process or dispose Bulk Waste Generated	The Point of "Receive, manage, process or dispose Bulk Waste Generated" to be deleted from the excluded from scope of work because there is a provision in the tender document / concessionaire agreement to the concessionaire to collect, transport and processing the waste generated from the bulk generators. We also understand that the Concessionaire may charge the service fee from BWG's in line with the "Polluter Pays" principle of SWM Rules, 2016 or any amendment of this rule.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML
38		Vol : II (DCA) Page : 21 Clause : 2.4.3 Items excluded from Scope of work:	We request to be added in the excluded from scope of work : Receive, Manage, Process or dispose Construction & Demolition Waste.	Tender conditions prevail.

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
39		Vol II: (DCA), Pg: 21, Clause: 2.5, Point-2 "The Authority shall ensure the smooth transition and handover of all relevant existing project facilities, including fixed and mobile assets related to municipal solid waste management. This shall include, but not be limited to Facilities for Secondary Transportation, as applicable."	We request to kindly clarify whether the Authority shall ensure functionality of the existing assets (transfer stations, machinery, vehicles) at the time of handover. Will the Concessionaire be entitled to inspection and joint verification before takeover?	Tender conditions prevail.
40		Vol II: (DCA), Pg: 28, Clause: 3.2.17 To utilize the existing infrastructure like dumper bins, vehicles, transfer stations, etc., if available on an 'as is where is' basis.	In the interest of ensuring operational efficiency and long-term reliability, we strongly prefer the deployment of new transfer stations rather than existing one	Tender conditions prevail.
41		Vol : II (DCA) Page : 30 Clause : 4.1.2 Conditions Precedent for Authority	We request to kindly indicate the following activity as part of conditions precedent for authority. Execution of Substitution Agreement with SPV Company(s) and transfer the rights and obligation of concession to the SPV Company(s).	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML
42		Vol II: (DCA), Pg: 32, Clause: 4.3 & 4.4 The Authority shall pay Damages to the Concessionaire of an amount	We request the authority to consider the same % against damages for delay as given in clause 4.3 i.e 0.1% (zero point one per cent).	Tender conditions prevail.

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Sl.		**Text Provided**	**Query Raised**	**Response**
		calculated at the rate of [0.1% (zero point one per cent)] of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum amount equal to the bid security. whereas The Concessionaire shall pay Damages to the Authority of an amount calculated at the rate of [0.2% (zero point two per cent)] of the Performance Security for each day's delay until the fulfillment of the Conditions Precedent, up to the maximum amount equal to the bid security.	Authority to confirm.	
43		Vol II: (DCA), Pg: 50, Clause: 6.1.2 handover to the Concessionaire within [24 (twenty four) months] of the Execution Date, the existing infrastructure of Secondary Transfer Stations on an as is where is basis, if any;	We request the authority to provide the details of the existing transfer stations: Civil: Existing structure along with detailed engineering drawings. Mechanical: Details of existing equipment / vehicles Electrical: Details of existing transformer, incoming power supply, existing DG set if any, capacities along with specifications. We would also like to inform that any liability for the prevailing	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
			contamination, electrical consumption charges, taxes if any at the existing transfer stations / proposed P&D facility till handing over date shall not be with the concessionaire. Authority to confirm.	
44		DCA Clause 9.1.1, Page 57 The Concessionaire shall for the due and punctual performance of its obligations hereunder relating to the Project simultaneously with the execution of this Agreement, furnish an unconditional and irrevocable bank guarantee, in favor of the Authority, in the form as set out in Schedule 21, (the "Performance Security") for a sum of corresponding to [5% (five per cent)] of the Total Project Cost (based on the capital costs mentioned in the RFP document) during construction C mobilization period till Commercial Operation Date of the Project. Post- COD, the Performance Security shall be reduced to 25% (twenty-five per cent) till the end of Concession Period or till the Termination Date, as the case may be.	We request Authority to release the total amount pertaining to Performance Security within 30 days of COD. Since there is a provision of O&M Security, keeping 25% of Performance security for entire concession will lock funds of the Concessionaire. We request that for the purpose of the submission of Performance Security, Surety Bonds should also be accepted by the Authority.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
45		Vol II: (DCA), Pg: 60, Clause: 9.6.2 "The Authority shall have the right to draw on the Performance Securities and claim up to the amount guaranteed upon the Concessionaire's failure to satisfy any Condition Precedent or honour any of its obligations, responsibilities or commitments during the Construction Period (or until the Termination Period, in case the other Security falls short), or any amount due and payable by the Concessionaire to the Authority (including any Delay Liquidated Damages), in accordance with this Agreement."	We request to kindly clarify whether the Authority shall be required to issue a prior written notice and provide an opportunity to cure before invocation of Performance Security.	Tender conditions prevail.
46		Vol II: (DCA), Pg: 60, Clause: 9.6.3 "The Authority shall have the right to draw on the O&M Securities and claim up to the amount guaranteed upon the Concessionaire's failure to honour any of its obligations,	We request to kindly clarify whether the Authority will issue a notice and provide a reasonable cure period (minimum of 270 days) prior to invoking the O&M Security. Further, please confirm that O&M Security will not be invoked for disputed claims and will be limited to certified, due and payable amounts.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		responsibilities or commitments during the O&M period, or any amount due and payable by the Concessionaire to the Authority (including any Liquidated Damages), in accordance with this Agreement."		
47		Vol II: (DCA), Pg: 60, Clause: 9.6.4 "Without prejudice to its right to draw on the Performance Securities or, as the case may be, the O&M Securities, the Authority shall have the right to draw on the ESHS Performance Securities and claim up to the amount guaranteed upon the Concessionaire's failure to honour any of its ESHS related obligations, responsibilities or commitments during the Construction Period or the O&M period, as set out in the approved ESHS Documents, in accordance with this Agreement."	Kindly clarify what constitutes a breach of ESHS obligations warranting invocation of ESHS Security. Will there be a threshold of materiality and a defined cure period? Please also confirm that invocation will not occur without opportunity to clarify or resolve ESHS compliance issues.	Tender conditions prevail.
48		Vol II: (DCA), Pg: 64, Clause: 10.2.5 "The full ownership and title over the Sites shall vest with Authority for the entire Concession Period"	As the title and ownership over the Site remains with the Authority during the entire Concession Period, we request the Authority to clarify the following: Whether the Authority shall bear and be solely responsible for payment of all	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
			property taxes, municipal levies, land conversion charges, and statutory demands levied on the land during the Concession Period? and Whether the Concessionaire shall be indemnified and held harmless against any demand from any authority relating to land title, usage, or land-based taxes?	
49		Vol II: (DCA), Pg: 66, Clause: 10.4 Authority is required to compensate the additional lead charges and other associated costs thereof to the Concessionaire, based on actuals upon occurrence of changes in project facility locations/sites/Transfer station locations from that of the areas /locations/sites specified herein this Agreement. For the purpose of estimation, an aggregate lead of 75 km has been considered as distance of the Project Site from the Transfer Stations.	We request the authority to clarify the compensation mechanism of additional lead charges over and above 75 km. Authority to confirm.	The same shall be finalized in mutual agreement between Authority & Concessionaire.
50		Vol : II (DCA) Page : 32 Clause : 4.3 & 4.4 Damages for delay by the Authority: [0.1% (zero point one per cent)] of the	The damages for delay in fulfilling the conditions precedent for authority is very less and unreasonable when compared with the damages for delay applicable on the concessionaire in	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum amount equal to the bid security. Damages for delay by Concessionaire: [0.2% (zero point two per cent)] of the Performance Security for each day's delay until the fulfillment of the Conditions Precedent, up to the maximum amount equal to the bid security	non-fulfillment of condition precedent. We request the authority to have uniform / same damages / penalties system upto conditions precedent, which is very important phase of the project for successful implementation.	
51		Vol : II (DCA) Page : 44 Clause : 5.10 Obligations relating to Taxes: The Concessionaire shall pay, at all times during the subsistence of this Agreement, all Taxes, levies, duties, cesses and all other statutory charges payable in respect of the Project.	We request the authority to exempt this project from municipal or local body taxes as this project developed as part of the public and urban infrastructure for Bengaluru.	Tender conditions prevail.
52		Vol : II (DCA) Page : 49 Clause : 6.1.2 provide the Sites on leave and license basis free from Encumbrance to the Concessionaire and ensure that no barriers are erected or placed on or about the Sites by any Government Instrumentality or persons	We request the authority to indicate and consider the License Fee / Land Lease amount of Rs 1/- Per Acre (Per Year) for the land provided to develop the proposed processing and disposal facility.	Tender conditions prevail.

Chief Engineer &
Chief General Manager
BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		claiming through or under any Government Instrumentality, except for reasons of Safety Requirements, Emergency, national security, or law and order;		
53		Vol : II (DCA) Page : 56 Clause : 9.1.1 The Performance Security shall be reduced to 25% (twenty-five per cent) till the end of Concession Period or till the Termination Date, as the case may be.	We request the authority to reduce / return the entire 100% of performance security of 5% of estimated project cost because there is provision and obligation on the concessionaire to submit 4% of annual tipping fee as O&M Security and 1% of annual tipping fee as ESHS Performance Security during O&M Period of 30 years.	Tender conditions prevail.
54		Vol : II (DCA) Page : 130 Clause : 19.2 Schedule of Penalties	We request the Authority to amend the Segment Wise Tipping Fee as follows because as per the provision of the payment terms it is 80% (Fixed Tipping Fee) + 20% (Variable Tipping Fee) based on the KPI's). Penalty should not be more than 5% of the Variable tipping fee.	Tender conditions prevail.
55		Vol : II (DCA) Page : 149 Clause : 23.2 Increase in costs If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate	We request the authority to consider any amount more than INR 5 Lakhs incurred by the concessionaire due to Change in Law as per provision of article 23 of DCA and should be treated increase in costs as a result of Change in Law.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		financial effect of which exceeds 0.5% of the Estimated Capital Cost of the Project in any Accounting Year,		
56		Vol : II (DCA) Page : 153 Clause : 24.3 Authority Event of Default: Authority has failed to make any payments due to the Concessionaire and more than 120 (one twenty) days have elapsed since such default;	Authority has failed to make any payments due to the Concessionaire and more than 30 (thirty) days have elapsed since such default; We request the Authority to amend the respective point and include in the "Authority Event of Default" because it is difficult to operate the project without payment for a period 4 months.	Tender conditions prevail.
57		Vol : II (DCA) Page : 162 Clause : 25 Article : 25 - Termination Compensation	Article 24 and article 25 are contradictory to each other in terms of Termination Compensation. The termination payment indicated in the respective article is not standard as per the PPP Contractual Terms. Also, kindly specific which termination / compensation is applicable is the Article 25. Please provide standard Termination Payment clause and this should applicable from the date of Signing of CA till the entire Concession Period:	Refer Addendum-2 for modification made to the tender document in this regard.

Chief Engineer &
Chief General Manager
BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
			25.1For the Authority Event of Default If the Agreement is terminated prior to the Construction Completion Date for an Authority Event of Default, the Authority shall be liable to pay to the Concessionaire the aggregate of: 1. Net Tipping Fee (after deduction of penalties) payable by Authority as on the date of the Termination Notice; 2. Debt Due; 3. 150%* of Adjusted Value of the equity on Termination Date 4.The Authority shall release all the securities. LESS any unadjusted Mobilization Advance (and interest if any); any amounts due and payable by the Concessionaire under this Agreement (including Liquidated Damages). 25.2For a Concessionaire Event of Default If the Agreement is terminated prior to the Construction Completion Date for a Concessionaire Event of Default, the Authority shall pay to the Concessionaire, the aggregate of:	Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
			1. Net Tipping Fee (after deduction of penalties) payable by Authority as on the date of the Termination Notice; 2. Debt Due; 3. 120%* of Adjusted Value of the equity on Termination Date 4. The Authority shall release all the securities. LES any unadjusted Mobilization Advance (and interest if any); any amounts due and payable by the Concessionaire under this Agreement (including Liquidated Damages). payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.	
58		1 Vol : III (Schedules) Page : 32 Annex 2 Schedule 8 (Division)	We request the Authority to be specific on the exact number of divisions in each package, there is contradiction / mis match information between the RFP, DCA and Schedules related to divisions.	Tender conditions prevail.
59		1 Vol : III (Schedules)	We request the authority to provide the technical / general specification of secondary vehicles as well.	Tender conditions prevail.

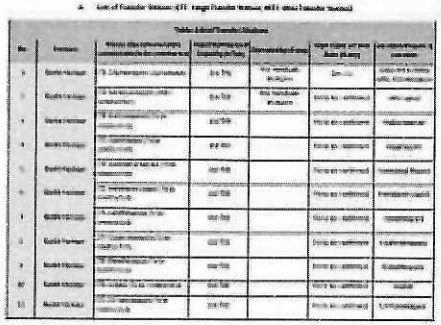
Chief Engineer &
Chief General Manager
BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		Page : 149 Schedule:24 - General Technical Specification for Vehicles		
60		Vol : III (Schedules) Page : 168 SCHEDULE 27 - Terms of Reference for Undertaking Community Participation program	We request the authority to delete or exclude the activities of Households Survey or Households Awareness programs as part of IEC activities because the concessionaire is responsible from secondary transportation. Usually the IEC activities and waste generators connect will be with the Door to Door Collection Agency or the Municipal Corporation itself.	Tender conditions prevail.
61		Vol : III (Schedules) Page : 180 Schedule:37 – Land Lease Agreement Format	We request the authority to provide the format of Land Lease Agreement before bid submission to avoid any contradictions during the agreement signing or project implementation phase.	Schedule 37 shall stand deleted.
62		Vol II: (DCA), Pg: 139, Clause: 21.1.2 "Non-Political Force Majeure Event shall not include the following conditions, except to the extent resulting from a Non-Political Force Majeure Event: • heavy rainfall;"	Kindly clarify whether abnormally high rainfall (beyond seasonal norms) will be treated as a Non-Political Force Majeure Event. Further, if a subcontractor fails to perform due to an Independent Force Majeure Event, will that be recognized as Force Majeure for the Concessionaire?	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
63		Vol II: (DCA), Pg: 16, Clause: 2.3.3 "The proposed planned capacity has been assessed and planned to meet the projected demand of Year 2030. Due to variations on a daily basis, the Concessionaire must accept maximum up to 125% of the Planned Capacity on any given day."	We understand that Any additional quantity received from the entire project jurisdiction above shall be paid as per the tipping fee as per the Contract	Tender conditions prevail.
64		Vol II: (DCA), Pg: 17, Clause: 2.4 .1 The average trip distance considered for secondary transportation—from the Transfer Station to the entry point of the processing plant up to the weighbridge—is estimated at 75.00 kilometers. However, this distance may vary depending on the final locations of the Transfer Stations and the processing facility. In cases where the actual average trip distance varies by more than 10% from the estimated average, the additional lead distance for secondary transportation shall be considered for reimbursement, subject to the prior approval of the Authority.	Request the authority to confirm whether average trip distance (75 km for North package and 40 km for South package) is considering all the transfer station (existing / under construction / yet to be constructed) within the respective package including all zones. Authority to confirm.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
65		Vol II: (DCA), Pg: 17, Clause: 2.4 .1 Vol IV: (PIM), Pg: 41, Annexure 1 Each division shall be provided with a Transfer Station, to be developed by BSWML and subsequently handed over to the respective Concessionaire for that jurisdiction. a Project level, three (3) transfer stations are currently under AMC contracts with a tenure of seven years. Upon termination of these contracts and based on mutual consent between the Authority and the Concessionaire, these transfer stations shall be handed over on an as-is basis, along with the Secondary Transportation (C&T) scope under the corresponding ISWM package.	Request the authority to confirm the number of transfer stations currently under operation as in CA – 3 transfer stations are in operational and in PIM – only 1 LTS and 7 MTS are operational. Please clarify the discrepancy. Also, please provide the handing over time lines for the transfer stations listed as "Yet to be confirmed" in the referred table. Authority to confirm.	Tender conditions prevail.

Chief Engineer &
Chief General Manager
BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
				
66		Vol II: (DCA), Pg: 180, Clause: 32.14, Para 1 "The Concessionaire shall indemnify, defend and hold harmless (the "Indemnifying Party") The Authority (the "Indemnified Parties") during the Concession Period from and against all liabilities, damages, losses, expenses, claims, suits, proceedings, judgments, settlements, actions, costs of any nature whatsoever, whether directly or indirectly arising, for personal injury, for damage to or loss of any property and any Third Party liability, including reasonable attorneys' fees, actually incurred or suffered	Kindly clarify and consider restricting the indemnity obligations to only direct damages suffered by the Authority due to proven breach, negligence, or willful misconduct by the Concessionaire. Please also specify that indemnification shall be subject to applicable judicial determination or proven liability.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		by the Indemnified Parties..."		
67		Vol II: (DCA), Pg: 181, Clause: 32.14, Para 2 "The Concessionaire shall be responsible for executing, performing its obligations hereunder in accordance with the provisions of this Agreement at its risk and consequence and shall be responsible for any liability whatsoever arising under, in connection with or in relation to the discharge of obligations hereunder by the Concessionaire or Persons claiming through or under it and shall indemnify, keep indemnified and hold The Authority and its advisors harmless in this behalf."	Kindly clarify whether indemnification shall apply only for breach, default, negligence, or non-compliance, and not for actions done in good faith or due to Force Majeure. Please consider aligning liability with material breach thresholds.	Tender conditions prevail.
68		Vol III: (Schedules), Pg: 6, Schedule: 1 Clause: 1.2.2(c) The revenue or income from the sale of segregated useful materials, including reusable and recyclable materials (if any), compost, soil conditioner, raw RDF, C&D waste, soil, power, electricity, or any	Request the authority to confirm, whether the required infrastructure like - digital and governance frameworks, systems for monitoring, reporting, and verifying emission reductions - for accruing the benefits of carbon credits shall be provided by Authority. Authority to confirm. We also understand that entire revenue to be part of Concessionaire only. Authority	Tender conditions prevail.

Chief Engineer &
Chief General Manager
BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		other by-products, shall accrue to the Concessionaire. The Concessionaire shall also be responsible to take necessary action to accrue benefits from Carbon Credits, and subsequently share 50% of the benefits accrued from the Carbon Credits of the Project with the Authority.	to confirm.	
69		Vol III: (Schedules), Pg: 12, Schedule: 1, Clause: 2.5 (c) The Authority will provide suitable, sufficient and encumbrance free land for construction of integrated processing & disposal facilities and all other facilities required for the entire term of the agreement at permissive use only (Article-10.1). The details of the potentially available land parcels are annexed as part of the RFP.	Request the authority would like to inform the authority that based on previous experience; for the given waste quantity and inert generation (20%), the allocated area of 90 acres for North package and 100 acres for South package is not sufficient; and would require minimum of 200 acres. Hence the concessionaire would request the authority to arrange for additional contiguous land to the proposed facility. Authority to note and arrange.	Tender conditions prevail.
70		Vol III: (Schedules), Pg: 13, Schedule: 1, Clause: 2.6 (b) To ensure revamping, redevelopment, operation and maintenance of all existing and new facilities including SCTPs, TS, MRFs, Fleets,	The concessionaire requests the authority to furnish the details of the existing infrastructure and clarify the scope of revamping and redevelopment of the existing infrastructure. Authority to confirm.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		Vehicle parking yards and workshops etc. To utilize the existing infrastructure like DWCC, vehicles, transfer stations, etc., 'as is where' is applicable.		
71		Vol IV: (PIM), Pg: 25, Clause: 3.1 A (b) All the Transfer Stations, existing and new, being handed over shall include hookloaders and containers provided by the Authority.)	The concessionaire would like to clarify the modalities for ensuring the warranty / guarantee / AMC of the equipment / vehicles / hook loaders, containers, etc. handed over to concessionaire along with the Transfer Station. Also, authority to clarify if the civil construction will be executed as per the design, layout and quality as per the concessionaire standards. Please clarify how the quality of works will be ensured by the authority. Kindly clarify.	Tender conditions prevail.
72		(North Package) Vol III: (Schedules), Pg: 28, Annex 1 – Schedule 8, Clause: 1.5 Land Owned by : Private Land Note: BSWML must procure the land at Terrafirma from private owner on standard purchase basis Site Conditions	We request the authority to provide the land without any encumbrances; by the start of the project. The concessionaire would request the authority to arrange for the sewer system at the proposed processing facility – Terrafirma and an all-weather road with atleast 10m wide for heavy vehicles movement (to and fro) shall also be provided by the Authority. Authority to arrange and confirm.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

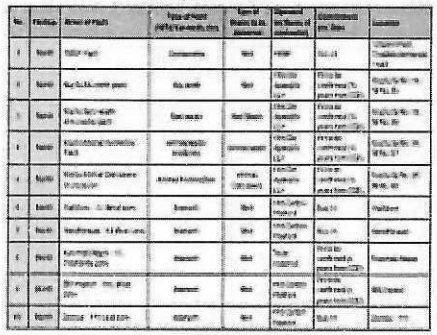
Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		Sewerage Line connection: Need to be established Access Road: Available		
73		(South Package) Vol III: (Schedule), Pg: 29, Annexure-1, Schedule: 8 Clause: 1.5 Land Owned by: Quarry and Plain land – PWD Note: To procure the land parcel on transferable basis from PWD to BSWML at Gollahalli. Site Condition Electricity: Need to be Established Water Line & Requirements: Need to be Established Sewerage Line connection: Need to be Established Access Road: Available	The given location is an open quarry, and are surrounded with inhabitants. We request the authority to provide alternative land considering the environmental / MSW landfill rules - SWM 2016 without any encumbrances for starting the project. We request the authority to arrange Electricity, water line and sewer system at the proposed processing facility – Gollahalli and an all-weather road with atleast 10m wide for heavy vehicles movement (to and fro) shall also be provided by the Authority. Authority to arrange and confirm.	Refer Addendum-2 for modification made to the tender document in this regard.
74		Vol IV: (PIM), Pg: 31, Clause: 3 (c) Management of Domestic Hazardous Waste: Hazardous waste such as physical, chemical, biological, reactive, toxic, flammable, explosive, or corrosive waste, if found, during excavation, sorting or segregation shall be stored in a separate area	The concessionaire would like to clarify the modality to be adopted in case it is required to reject the entire load of domestic hazardous or other toxic waste that are mixed and received along with the municipal solid waste at the transfer station. Authority to clarify.	Tender conditions prevail.

Chief Engineer &
Chief General Manager
BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		for inspection by authorities of the Municipal Corporation, which will arrange to shift, transport, and dispose by authority as per the Hazardous and Other Waste (Management and Transboundary Movement) Rules, 2016.		
75		Vol IV: (PIM), Pg: 41 to 47 List of Transfer Stations	We request the authority to consider upgrading the proposed new transfer stations with higher capacity infrastructure. Specifically, it is recommended to adopt 260 cum static compactors along with 26T hook-lift vehicles equipped with 29 cum containers. This will enable handling of larger waste volumes with fewer trips, improving operational efficiency.	Tender conditions prevail.
76		Vol IV: (PIM), Pg: 49, Annexure - 1, Clause: (c)	We request the Authority to clarify on whether the infrastructure of the "existing commitments of BSWML" shall be transferred to the concessionaire at the "commitment end date" of each plant.	Tender conditions prevail.

Chief Engineer &
Chief General Manager
BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.

Sl.		Text Provided	Query Raised	Response
				
77		Vol IV: (PIM), Pg: 69, Annexure-3, Clause: 7 There are also mini transfer stations which act as waste collection centres.	We request the Authority to clarify on whether secondary transportation from mini transfer station to Large transfer station / P&D facility is in the scope of the concessionaire.	Tender conditions prevail.
78		General	We request the Authority to clarify on whether the Authority will provide access to the ICCC, or if our team is required to set up the infrastructure?	Tender conditions prevail.
79		General	We request the Authority to clarify on the requiremnts and ownership for the Complaint Redressal / Grievance call setup?	Tender conditions prevail.
80		General	Whether there are any integration requirements with applications provided by the Authority for the Vehicle management software provided by the Concessionaire.	Tender conditions prevail.

Chief Engineer &
Chief General Manager
BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.

Sl.		Text Provided	Query Raised	Response
81		General Request for Complete Technical Specifications	We request the Authority to kindly provide the comprehensive technical details of all existing transfer stations, including infrastructure specifications, equipment installed, year of commissioning, current condition, and layout. This will help bidders assess integration and operational planning more accurately.	Tender conditions prevail.
82		General Inclusion of Concessionaire Technical Recommendations for New TS	We request the Authority to consider and incorporate the Concessionaire's technical recommendations (Preferred OEM) and approval during the design and construction phase of newly proposed transfer stations. This ensures compatibility with the proposed operational model and enhances long-term efficiency.	Tender conditions prevail.
83		DCA, Cl 1.4.1, Page no. 10 This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the	Request Bengaluru Solid Waste Management Limited (BSWML) to also include the following point in the priority order- "• Responses to the pre-bid queries raised by the bidders • Written communications, if any, transmitted between the parties prior to signing of Agreement."	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		following order: • this Agreement; and • Schedules of Draft Concession Agreement • Project Information Memorandum • Request for Proposal / Tender Documents • Corrigendums & Addendums part of the tender documents		
84		DCA, Cl 2.2.1- Secondary collection, segregation, and transportation of MSW, Page no. 14 • Operation & Maintenance and Management of Transfer Stations ..... These (and the responsibility for Secondary Transportation under these Transfer Stations) will be handed over to the Concessionaire after a period of 5-7 years, as soon as the current agreement expires. Until such time, the Concessionaire will not be responsible for operation of Transfer Station or to perform Secondary Transport in these respective areas.	As the current agreements with C&T contractors will expire after a period of 5-7 years and the Project Facilities (ISWM plant) would be already operational with the required design capacity, considering the quantity of MSW as projected in RFP, request Authority to provide a written undertaking assuring that the contracts with existing C&T contractors would not be extended or renewed and the transfer stations would be immediately handed over to the Concessionaire as and when the term of agreement expires. Moreover, it is Authority's responsibility to ensure that the C&T contractors are providing segregated waste to the Concessionaire.	Refer Addendum-2 for modification made to the tender document in this regard. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
85		DCA, Cl 2.2.2-Processing & Disposal of MSW as per SWM Rules, Page no. 15 • Design, Development, Operation, Maintenance, and Management of Integrated Processing Facility: ..... Concessionaire shall be responsible for Construction of the Integrated Processing Facility within 24 months from the Execution Date or handover of the site, whichever is later; and operating the same for 30 years post COD. • Design, Development, Operation, Maintenance, and Management of Sanitary Landfill for disposal of remnants and residual inert matters from processing of MSW: ..... Concessionaire shall be responsible for Construction of the Sanitary Landfill and the Leachate Treatment Plant (as per discretion of the Concessionaire) within 24 months from the Execution Date or handover of the site, whichever is later; and operating the same for 30 years post COD.	Request Authority to consider the following amendment to the said clauses- "Concessionaire shall be responsible for Construction of the Integrated Processing Facility within 36 months from the date of receipt of Environmental Clearance from the State Pollution Control Board, for establishing the Integrated Processing Facility; and operating the same for 30 years post COD." "Concessionaire shall be responsible for Construction of the Sanitary Landfill and the Leachate Treatment Plant (as per discretion of the Concessionaire) within 24 months from the date of receipt of Environmental Clearance (EC) from the State Pollution Control Board, for establishing the SLF and LTP; and operating the same for 30 years post COD."	Refer Addendum-2 for modification made to the tender document in this regard. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
86		DCA, Cl 2.4.1- Scope of work for Secondary Transportation, Page no. 17 • The average trip distance considered for secondary transportation—from the Transfer Station to the entry point of the processing plant up to the weighbridge—is estimated at 75.00 kilometers. However, this distance may vary depending on the final locations of the Transfer Stations and the processing facility. In cases where the actual average trip distance varies by more than 10% from the estimated average, the additional lead distance for secondary transportation shall be considered for reimbursement, subject to the prior approval of the Authority. The final average trip distance shall be established based on the confirmed location of the weighbridge at the processing plant.	Request Authority to provide a formula for calculation of reimbursement for additional lead distance for secondary transportation in cases where the actual average trip distance varies by more than from the estimated average distance . We understand this lead of 75 Km is one-way, please confirm. And authority will pay for the compensation if the distance increases further.	The same shall be finalized in mutual agreement between Authority & Concessionaire. Chief Engineer & Chief General Manager BSWML
87		DCA, Cl 2.4.1- Scope of work for Secondary Transportation, Page no. 18 • The Concessionaire shall be responsible for identifying suitable land parcels and establishing the required	Request Authority to assist the Concessionaire in identifying suitable land parcels. Moreover, kindly allow the Concessionaire to build such facilities	Refer Addendum-2 for modification made to the tender document in this regard.

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		infrastructure, including vehicle parking yards, workshops, canteens, and administrative buildings, in accordance with operational and regulatory requirements. These facilities are to be developed in each Zone at the Concessionaire's own cost and maintained in compliance with prevailing statutory and safety norms. The Concessionaire shall indemnify the Client against any liabilities arising from fire, health, or environmental hazards at these locations.	as per the requirement/discretion but not be obligated to be built in each zone of the Project.	
88		DCA, Cl 2.4.1- Scope of work for Secondary Transportation, Page no. 18 • The Concessionaire shall initiate the operation and maintenance of Transfer Stations, including storage, handling of waste, and transportation of Refuse-Derived Fuel (RDF) from designated Dry Waste Collection Centers (DWCCs) (as per Annexure 1 of PIM) to the Project facilities or to the existing commitment plants (as per Annexure 1 of PIM), immediately upon execution of the Concession Agreement. Delays in commencement of any activity	In the previous clause, Authority stated that- "The commencement of Secondary Transportation activities shall be undertaken by the Concessionaire in a phased manner, subject to the completion or termination of contracts that may be active within each respective Zone." However, on other hand, the Authority is insisting the Concessionaire to begin the operation and maintenance of transfer stations, storage, and handling of waste, RDF, recyclables, etc., immediately after signing the Concession Agreement (CA).	Tender conditions prevail. Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		under the agreed scope of work shall attract penalties in accordance with the Key Performance Indicators (KPIs) specified under Article 19 of the Concession Agreement.	This creates a contradiction in the instructions and the Concessionaire may face unnecessary penalties or issues related to KPIs. Please provide clarification in this regard. Moreover, kindly remove "RDF" from the said clause as RDF would not be produced in the DWCCs.	
89		DCA, Cl 2.6- Role of Concessionaire, Page no. 24 • To mobilize resources for Secondary Transportation within the stipulated time period. Mobilization period for Secondary Transport shall within 03 months before the COD or 3 months from the date of handing over of the Transfer Station, whichever is later.	We understand, Concessionaire can commence mobilize and operate as and when Transfer Stations being handed over (in a staggered manner) and accordingly this clause would be applicable. Please confirm.	Refer Addendum-2 for modification made to the tender document in this regard.
90		DCA, Cl 4.1.3- Conditions Precedent for Concessionaire, Page no. 30 The Conditions Precedent required to be satisfied by the Concessionaire within a period of [90 (ninety)] days from the Execution Date shall be deemed to have been fulfilled when the Concessionaire shall have:	Request BSWML to provide a time period of 180 days to the Concessionaire for satisfying the Conditions Precedent, so as to align with the time period granted to the Authority as per Clause 4.1.2 of DCA.	Tender conditions prevail.
91		DCA, Cl 4.5- Commencement of the Concession Period, Page no. 33 The date on which Financial Close is achieved and all	This statement is contradictory to the other provisions of the DCA. As per clause/article 4.1.1 & 4.1.2, the	Tender conditions prevail.

Chief Engineer &
Chief General Manager
BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		the Conditions Precedent specified in Article 4.1, are satisfied or waived, as the case may be, shall be the Compliance Date which shall be the date of the commencement of the Concession Period.	Compliance Date is the date on which both the Parties fulfil their Conditions Precedent ..... Whereas, Clause 4.5 is contradictory and states compliance date definition as below- "..... The Concession Period shall be of 30 years from COD, excluding 24 months for the construction of the facilities for Processing & Disposal of MSW." Hence, request for clarity.	
92		DCA, Cl 5.13- Project Implementation: Operation and Maintenance, Page no. 45 • In the event the Concessionaire has failed to operate and maintain the Project in accordance with the O&M Requirements, and such failure has not been remedied despite a notice to that effect issued by the Independent Engineer or Authority ("Notice to Remedy"), Authority may, without prejudice to any of its other rights/remedies under this Agreement, be entitled to operate and maintain the Project or cause	In the event the Concessionaire's failure to operate and maintain the Project in accordance with the O&M Requirements, request Authority to provide a span of 90 days' as a cure period by providing a prior notice to the Concessionaire to remedy the default.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		to repair and maintain the Project Facilities, under the supervision of Independent Engineer, at the risk and cost of the Concessionaire. The Concessionaire shall reimburse all costs incurred by the Authority on account of such operation and maintenance or repair and maintenance, and as certified by Independent Engineer, within 7 days of receipt of Authority's claim therefore.		
93		DCA, Cl 6.1.2- General Obligations of the Authority, Page no. 49 • undertake Secondary Transportation till the handover of Transfer Stations to the Concessionaire; undertake Processing and Disposal of Solid Waste until the COD;	It is understood that, Concessionaire can commence Secondary transportation and paid with respective component as agreed of quoted tipping fee, Authority would do processing & disposal till ISWM facility gets COD. Please confirm.	Tipping for Secondary C&T will be payable after handover of transfer station(s), subject to meeting the KPIs and other conditions of the Concession Agreement.
94		DCA, Cl 6.1.2- General Obligations of the Authority, Page no. 50 • handover to the Concessionaire within [24 (twenty four) months] of the Execution Date, the existing infrastructure of Secondary Transfer Stations on an as is where is basis, if any;	Request clarify here, as elsewhere in the Draft CA, it was stated that existing contracts tenure is 5-7 yrs.	Tender condition prevails. New transfer stations will be handed over by Authority within 24 months. Existing transfer stations will be handed over as and when their existing O&M contracts expire.
95		DCA, Cl 9.2.1- ESHS Performance Security, Page no. 57 9.2.1 The Concessionaire shall have	Request Authority to delete this provision as none of Concessionaire Agreements in India had this ESHS	Tender condition prevails.

Chief Engineer &
Chief General Manager
BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
S!.		**Text Provided**	**Query Raised**	**Response**
		submitted to the Authority, prior to the Execution Date an unconditional and irrevocable bank guarantee for an amount corresponding to [1% (one percent)] of the Project Cost (the "ESHS Performance Security").	Performance Security.	
96		DCA, Cl 9.6- Utilization of retained amount, Page no. 60 9.6.1 The Authority shall be entitled to utilize the retained amount in the same manner as it would utilize the Performance Security, the ESHS Performance Security or the O&M Security, as the case may be. • Upon receipt of a renewed or replacement Performance Security within 30 (thirty) days of the COD or expiry / termination of the Agreement, the Authority shall return the unutilized cash security amount for the Performance Security to the Concessionaire. • Upon receipt of a renewed or replacement ESHS Performance Security within 30 (thirty) days of the expiry / termination of the Term, the Authority shall return the unutilized cash security amount for	Request Authority to clarify about the retained amount/ unutilized cash security amounts from the securities provided by the Concessionaire and Authority's entitlement to utilize the retained amounts.	Tender condition prevails. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		the ESHS Performance Security to the Concessionaire. • Upon receipt of a renewed or replacement O&M Security within 30 (thirty) days of the expiry / termination of the O&M period, the Authority shall return the unutilized cash security amount for the O&M Security to the Concessionaire		
97		DCA, Cl 9.3.1 As Condition Precedent to the COD, within 60 (sixty) days of the Construction Completion Date, or 30 (thirty) days before COD, whichever is earlier, the Concessionaire shall furnish an unconditional and irrevocable bank guarantee to the Authority, for an amount corresponding to [4% (four per cent)] of the Project Cost Page 58 of 196 (the "O&M Security"). This amount shall be equal to an amount corresponding to [4% (four per cent)] of the Payable Tipping Fee of the Previous Year (excluding any penalties, etc.). For the First Year after COD, this amount shall be equal to 4% of the Tipping Fee multiplied by the Project Design Capacity.	We request Authority to accept Insurance surety bonds also.	Refer Addendum-2 for modification made to the tender document in this regard. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
98		DCA, Cl 15.2.1- Basic Engineering Designs, Page no. 81 • Authority shall forward the Basic Engineering Designs to the Independent Engineer and the PMU for their review and comments.	Request Authority to consider the IE's review of approval of the Basic Engineering Designs as the final approval as involvement of multiple agencies may delay the process.	Refer Addendum-2 for modification made to the tender document in this regard.
99		DCA, Cl 15.10- Construction Timelines, Page no. 94, 95 15.10.2 Subject to Clause 15.10.3 below, the Concessionaire shall be entitled to a day-for- day extension of the relevant Scheduled Milestone Completion Date or as the case may be, the Scheduled Construction Completion Date, if the completion of construction of the Project Facilities is delayed due to any of the following reasons (each such event, a "Delay Event"): • occurrence of a Force Majeure Event, provided that the requirements of Article 14 have been complied with; • a Qualifying Change in Law; • any delay attributable to unforeseen Site conditions; or.	Request Authority to also include the following point in the list of reasons for a Delay Event- "• any delay or impediment caused in obtaining the requisite consents/ permissions/ clearances (including its amendment, re-validation and renewals) from the relevant departments for construction and commissioning the Project Facilities, and such delay is not attributable to any default of the Concessionaire."	Tender condition prevails. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		• any variation proposed by the Authority in the Technical Specifications or the Designs and Drawings. • delay caused in complying with any instructions of the Authority or the Independent Engineer, which instructions are not attributable to any default of the Concessionaire.		
100		DCA, Cl 15.10- Construction Timelines, Page no. 95 ..... For the avoidance of doubt, a Delay Event shall allow the Concessionaire only the extension of time and no additional costs.	In case of a variation of works that has been proposed by the Authority, the Concessionaire shall be entitled to claim the additional cost incurred. Request Authority to consider this.	Tender condition prevails.
101		DCA, Cl 15.12.1- Completion of Milestones, Page no. 99 MILESTONE/ KEY ACTIVITIES TABLE Milestone-1 Signing of Land Agreement with the Authority – Time period given is 120 days	As per Clause 4.1.2 of DCA, land for setting up Project Facilities would be provided by Authority in 180 days. Kindly clarify.	Tender condition prevails. Chief Engineer & Chief General Manager BSWML
102		DCA, Cl 15.13- Trial Operations, Page no. 104 15.13.12 The Concessionaire will not be entitled to any payment for conducting the Trial Operations, which shall be	Request Authority to consider the payment to the Concessionaire during the Trial Operations period, in accordance with the quoted P&D tipping fee. And reduce the trail	Refer Addendum-2 for modification made to the tender document in this regard.

Query Set #5: Hyderabad Integrated MSW Ltd.

Sl.		Text Provided	Query Raised	Response
		carried out solely at the cost and risk of the Concessionaire.	operations period to 1 (one) week.	
103		DCA, Cl 16.3- Sub-Contracting, Page no. 108 16.3.2 The Concessionaire shall provide a copy of each proposed Sub-Contract, along with details of the relevant Sub-Contractor, to the Authority for its approval, which should set out the precise Scope of Work to be Sub-Contracted to such Sub-Contractor and should be consistent with the terms of this Agreement.	Request Authority to approve the proposed Sub-Contract, along with details of the relevant Sub-Contractor, within 7 days of submission by Concessionaire.	Tender condition prevails.
104		DCA, Cl 18.1.6- Payment During Operation & Maintenance, Page no. 123• Payment of Tipping Fee: ▪ Separate Statement of total quantity/weight of Municipal Solid Waste undertaken for Secondary Transportation to processing site(s) by the concessionaire along with the corresponding weigh bridge slips in the previous Month from the Authority's Jurisdiction Area including other such areas as directed by the Authority from time to time.	Request Authority to consider the following amendment to this clause- "▪ Separate Statement of total quantity/weight of Municipal Solid Waste undertaken for Secondary Transportation to processing site(s) by the concessionaire along with the corresponding weigh bridge slips in the previous Month from the Project Area."	Tender condition prevails. Chief Engineer & Chief General Manager BSWML
105		DCA, Cl 18.1.6- Payment During Operation & Maintenance, Page	Request Authority to consider the following amendment to this clause-	Tender condition prevails.

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		no. 123, 124 ▪ Separate Statement of total quantity/weight of Municipal Solid Waste processed at the processing site by the concessionaire along with the corresponding weigh bridge slips in the previous Month from the Authority's Jurisdiction Area including other such areas as directed by the Authority from time to time.	"▪ Separate Statement of total quantity/weight of Municipal Solid Waste processed at the processing site by the concessionaire along with the corresponding weigh bridge slips in the previous Month from the Project Area."	
106		DCA, Cl 18.1.6- Payment During Operation & Maintenance, Page no. 124The PMU shall review and certify the Tipping Fee Statement of the month, the statement of MSW quantum handled from the Project jurisdiction area and support documents submitted by the Concessionaire. The PMU shall submit to the Authority an invoice statement of the amount payable for the month along with the original monthly bill and all the supporting documents submitted by the Concessionaire basis their evaluation. The same shall be done in two parts: for the amount pertaining to Tranche 1 payments, the PMU should process and	Since IE is already certifying the tipping fee invoices, subsequent verification by PMU would be duplication of work and lead to delay in payment release. Request Authority to consider a single-step invoice verification & certification process, either through IE or PMU.	Refer Addendum-2 for modification made to the tender document in this regard. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		recommend within 7 working days of the receipt of the Tipping Fee Statement from the Concessionaire, and within 21 days for the Tranche 2 of the Payment. The PMU shall also ascertain the amount of tipping fees to be withheld as per provision of Article 19.		
107		DCA, Cl 18.3- Taxes, Page no. 127 • Any Taxes payable in relation to the Sites shall be borne by the Authority.	It is understood that Authority shall also pay the property tax that would be applicable for all the sites including the ISWM Facility and the Transfer Stations under this Project. Kindly confirm.	Refer Addendum-2 for modification made to the tender document in this regard.
108		DCA, Cl 19.1. Key Performance Indicators, Page no. 129 19.1.1 For Secondary Transportation • Waste Segregation: This KPI emphasizes the need to preserve the integrity of source-separated waste. It stipulates that different waste fractions must not be mixed during handling and that no additional segregation should be performed at the Transfer Station. Upholding segregation standards safeguards facility cleanliness, prevents cross-contamination, and aligns with sustainable waste	This KPI totally relies on the extent of segregated waste provided by the existing C&T contractors to the Concessionaire for secondary transportation If C&T contractors do not provide properly segregated waste, this might be considered as a shortcoming of the Concessionaire's KPIs and penalty would be deducted from the tipping fee which is unfair.	Tender conditions prevail.

Chief Engineer &
Chief General Manager
BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		management practices.		
109		DCA, Cl 19.2- Schedule of Penalties, Page no. 130 • The following table lays out an example of the distribution of Tipping Fee into Fixed Tipping Fee (Tranche 1) and Variable Tipping Fee (Tranche 2).	"X" mentioned in the table shall be considered as the "%" (percentage) Kindly modify.	Tender conditions prevail.
110		DCA, 23.2- Increase in costs, Page no. 149If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds 0.5% of the Estimated Capital Cost of the Project in any Accounting Year, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the cost increase, reduction in return or other financial burden as aforesaid.	Request Authority to consider 10 (Ten) lakhs as a threshold for compensation to Concessionaire as 0.5% estimated capital cost would be very high given the scale & extent of the project	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML
111		DCA, 23.3- Reduction in costs, Page no. 149, 150 If as a result of Change in Law, the	Request Authority to input the relevant amount and this should be aligned with costs mentioned in Clause 23.2.	Refer Addendum-2 for modification made to the tender document in this regard.

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds INR ..... (Rupees .....) in any Accounting Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the decreased costs, increase in return or other financial gains as aforesaid.		
112		DCA, 24.2- Concessionaire Event of Default , Page no. 151 • for any Project Facility, failure of the Concessionaire to achieve the KPIs for [2 (two)] consecutive days, [32 (thirty two)] times in a continuous [12 (twelve)] month period;	Request Authority to amend the following clause as- "• for any Project Facility, failure of the Concessionaire to achieve the KPIs for [7 (seven)] consecutive days, [40 (forty)] times in a continuous [12 (twelve)] month period;"	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML
113		DCA, 24.4- Termination due to Event of Default , Page no. 156 24.4.7 Termination Payment for Concessionaire Event of Default	Request Authority to delete this clause as it is contradictory to Clauses 25.1.2 and 25.2.2 of DCA.	Refer Addendum-2 for modification made to the tender document in this regard.

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		• Upon Termination of this Agreement on account of Concessionaire Event of Default before COD, no Termination Payment shall be made to the Concessionaire, and the Authority shall be entitled to forfeit the Performance Security of the Concessionaire;		
114		DCA, 25.3- Termination Compensation for Termination post the COD, Page no. 163, 164 25.3.1 For the Authority Event of Default If the Agreement is terminated post the COD for an Authority Event of Default, the Authority shall be liable to pay to the Concessionaire the aggregate of: • Net Tipping Fee (after deduction of penalties) payable by Authority that remain outstanding on the date of the Termination Notice; • Payments due to the Concessionaire as on the date of the Termination Notice; • Capex Annuity for the unexpired portion of the Construction and Processing & Disposal period;	Request Authority to delete this clause as it is contradictory to Clauses 24.4.5 of DCA and there is no CAPEX provision in this Project.	Refer Addendum-2 for modification made to the tender document in this regard. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		LESS o • any amounts due and payable by the Concessionaire under this Agreement (including Liquidated Damages).		
115		DCA, 25.3- Termination Compensation for Termination post the COD, Page no. 164 25.3.2 For a Concessionaire Event of Default (in accordance with Schedule 18) If the Agreement is terminated post the COD for a Concessionaire Event of Default, the Authority shall pay to the Concessionaire, the aggregate of: • Net Tipping Fee (after deduction of penalties) payable by Authority as on the date of the Termination Notice; LESS • any amounts due and payable by the Concessionaire under this Agreement (including Liquidated Damages).	Request Authority to delete this clause as it is contradictory to Clauses 24.4.7 of DCA.	Refer Addendum-2 for modification made to the tender document in this regard. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
116		DCA, Cl 27.3. Arbitration, Page no. 169 • [Deleted]	Request Authority to include arbitration as one of the dispute resolution mechanism for this Project and consider the following provisions as per the Arbitration & Conciliation Act, 1996- "If the Parties are unable to resolve a dispute through amicable resolution or conciliation as mentioned above, the dispute shall be referred to Arbitration in accordance with the Arbitration & Conciliation Act, 1996. Each party shall appoint one arbitrator, and the two appointed arbitrators shall jointly appoint the presiding arbitrator. The Party requiring arbitration shall appoint an arbitrator and shall send a written notice to the other Party about such appointment and call upon the other Party to appoint its arbitrator. If within 30 days of receipt of such notice the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration and Conciliation Act, 1996 and its amendments thereof. The venue of arbitration shall be	Refer Addendum-2 for modification made to the tender document in this regard. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
			Bengaluru and the language of the arbitral proceedings shall be English. The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the Provision of the Arbitration and Conciliation Act, 1996 and its amendments thereof. Each party shall bear the cost of their respective appointed arbitrator, however the payment to the presiding arbitrator shall be borne equally by the Parties. In case dispute is not resolved through arbitration, the dispute can then be brought to the jurisdiction of Court of law in Bengaluru."	Chief Engineer & Chief General Manager BSWML
117		DCA, Cl 32.14- Liability and Indemnification, Page no. 181 • The Authority shall not be liable to the Concessionaire for any indirect, consequential, incidental, punitive or exemplary damages, loss of profit, consequential financial or economic loss or any disruption in the flow of Solid	Request Authority to revise the said clause as it is a general practice for either parties i.e. Authority & Concessionaire to indemnify the other party for any indirect, consequential, incidental, punitive or exemplary damages, loss of profit, consequential financial or economic loss or any disruption in the flow of Solid Waste into	Tender conditions prevail.

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		Waste into the Project for any reason whatsoever.	the Project for any reason whatsoever.	
118		DCA, Cl 32.18- Entire Agreement, Page no. 182 ..... For the avoidance of doubt, the Parties hereto agree that any obligations of the Concessionaire arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such.	Request Authority to amend the following clause as- "..... For the avoidance of doubt, the Parties hereto agree that any obligations of the Parties arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such."	Tender conditions prevail.
119		DCA, Article 33-Definitions, Page no. 188Estimated Project Cost: Estimated Project cost is Rs /- Crores (Approximately) as per the authority.	Kindly specify the Estimated Project Cost	Tender conditions prevail.
120		DCA, Article 33-Definitions, Page no. 195Transfer station: A permanent facility established by the Concessionaire at various locations of project area, where the waste is taken from smaller collection vehicles and placed in larger vehicles for transport, including truck trailers, railroad cars, or barges. Recycling and some processing activity may also take place at transfer stations.	Request Authority to modify the said definitions as- "Transfer station: A permanent facility established by the Authority or existing C&T Contractors at various locations of project area, where the waste is taken from smaller collection vehicles and placed in larger vehicles for transport, including truck trailers, railroad cars, or barges. Recycling and some processing activity may also take place at transfer stations."	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

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Sl.		**Text Provided**	**Query Raised**	**Response**
121		Pg no:3, DCA Concurrently, the Authority shall utilize its own funds to construct transfer stations within each division of the project jurisdiction and subsequently hand them over to the successful bidder. BBMP has identified appropriate land parcels for the ISWM facility and will provide these to BSWML on a permissive-use basis. These parcels shall, in turn, be handed over to the Concessionaire on a similar permissive-use basis for the purposes of implementing this Project.	How many transfer stations have been constructed? Kindly ensure that the same are handed over to the Concessionaire within 15 days from the date of signing of the Concession Agreement.	Tender conditions prevail.
122		Pg no:13, DCA, Clause no:2.2.1 Transportation of MSW from the Transfer Stations:	It may please be noted that the Authority and its designated agencies are responsible for ensuring that segregated waste is brought from the respective waste generators to the designated locations. In the event of failure by such agencies, the Authority shall be held liable on their behalf.	Tender conditions prevail.
123		Pg no:13, DCA, Clause no:2.2.1 Transport to Concessionaire's processing facilities: Concessionaire shall be responsible to conduct Secondary	Authority should ensure and provide us the assurance on handing over of all the existing transfer stations, as most of the TS in Annexure-1 says contract end dates for the existing contractors are yet to be confirmed. In the event that these	Tender conditions prevail.

Chief Engineer &
Chief General Manager
BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.

Sl.		Text Provided	Query Raised	Response
		Transportation from the transfer stations to their designated waste processing and disposal site(s) (Note: There are some divisions where Transfer Stations exist and are being operated by another agency contracted by the Authority, wherein the responsibility for Secondary Transport will be handed over to the Concessionaire at the expiry of the existing contracts. More details are given in Annexure 1 of PIM.	transfer stations are not handed over even after achieving the COD for the ISWM Project, it would result in significant losses to the Concessionaire. Please confirm.	
124		Pg no:14, DCA, Clause no:2.2.1 Integration with Dry Waste Collection Centers (DWCCs): Concessionaire shall be required to collect the dry waste from the DWCCs and perform Secondary Transport from the DWCCs to the designated waste processing and disposal site(s) after extraction of recyclable materials by ragpickers. Refer Annexure 1 of PIM for details regarding DWCCs in the package, location, capacity	Please specify the designated processing and disposal sites, where they are located and its area.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML
125		Pg no:18, DCA, Clause no:2.4.1 The Concessionaire shall be	Authority shall provide necessary assistance and permissions to Concessionaire for identification,	Tender conditions prevail.

Query Set #5: Hyderabad Integrated MSW Ltd.

Sl.		Text Provided	Query Raised	Response
		responsible for identifying suitable land parcels and establishing the required infrastructure, including vehicle parking yards, workshops, canteens, and administrative buildings, in accordance with operational and regulatory requirements. These facilities are to be developed in each Zone at the Concessionaire's own cost and maintained in compliance with prevailing statutory and safety norms. The Concessionaire shall indemnify the Client against any liabilities arising from fire, health, or environmental hazards at these locations.	access, and allotment of required land parcels for such construction.	
126		Pg no:18, DCA, Clause no:2.4.1 The Concessionaire shall initiate the operation and maintenance of Transfer Stations, including storage, handling of waste, and transportation of Refuse-Derived Fuel (RDF) from designated Dry Waste Collection Centers (DWCCs) (as per Annexure 1 of PIM).	Authority should ensure that dry and wet waste are properly segregated at source and handled separately.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML
127		Pg no:33, DCA, Clause no:4.4 Agreement by the Authority or due to Force Majeure Event, the	Kindly consider it as 0.1%. Both parties should be considered same percentage.	Tender conditions prevail.

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		Concessionaire shall pay Damages to the Authority of an amount calculated at the rate of [0.2% (zero point two per cent)] of the Performance Security for each day's delay until the fulfillment of the Conditions Precedent, up to the maximum amount equal to the bid security and upon reaching such maximum amount, the Authority may		
128		Pg no:49, DCA, Clause no:6.1.2 identify and earmark / allocate parcel(s) of land, by itself, within or outside the Project Area for the purpose of setting up of Project Facilities for scientific management of Solid Waste;	Pls also add, if the land gets exhausted during the tenure of concession period, then Authority should provide another alternative land for Sanitary landfill without any delay.	Tender conditions prevail.
129		Pg no: 76, DCA, Cl no: 13.4 Duties of Independent Engineer	Kindly add the IE should ensure on release of timely payments by Authority to Concessionaire.	Tender conditions prevail.
130		Pg no:132, Table no.192.(a), point no.6 **<u>Waste Segregation: -</u>** Segregated waste must not be mixed together and waste must not be segregated at the Transfer Station	The primary door-to-door collection is not within the scope of the Concessionaire. Therefore, the responsibility for segregated waste collection lies with Authority. As per the Solid Waste Management Rules, 2016, primary waste segregation is to be carried out by the waste generator. Accordingly, this clause may kindly be	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

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Sl.		**Text Provided**	**Query Raised**	**Response**
			deleted from the KPI.	
131		Pg no: 169, DCA, Cl no: 27.2 **Conciliation: -** In the event of any Dispute between the Parties, either Party may call upon the Independent Engineer, as the case may be, to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Independent Engineer or without the intervention of the Independent Engineer, as the case may be, either Party may require such Dispute to be referred to the Additional Chief Secretary/Principal Secretary to the Authority and the Chairman of the Board of Directors of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than [7 (seven)] days from the date of reference to discuss and attempt to amicably resolve the Dispute.	We understand, mediation by the Independent Engineer is not mandatory and it is optional. Please confirm.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML
132		DCA, Cl 4.1.1- Conditions Precedent, Page no. 29 Save and except expressly	There is no such clause/article as 4.1.4 present in the DCA. Kindly rectify the same.	Refer Addendum-2 for modification made to the tender document in this regard.

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		provided in this Agreement or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the obligations set out in this Clause 4.1 (the "Conditions Precedent"). Provided, however, that a Party may grant waiver from satisfaction of any Condition Precedent by the other Party in accordance with the provisions of Articles 4.1.2, 4.1.3 or 4.1.4, as the case may be, and to the extent of such waiver, that Condition Precedent shall be deemed to be fulfilled for the purposes of this Article 4.1.1.		
133		DCA, Cl 4.1.2- Conditions Precedent for Authority, Page 30 Furthermore, the condition (h) has to be met at any point before the COD.	What is the condition (h) that has to be met at any point before the COD? Kindly clarify.	Tender conditions prevail..
134		DCA, Cl 4.3- Damages for delay by the Authority, Page no. 32 In the event that: (i) the Authority does not procure fulfillment or waiver of the Condition Precedent set forth in Articles 4.1.2 and 4.1.4, respectively, within the period specified in respect thereof; and	There is no such clause/article as 4.1.4 present in the DCA. Kindly rectify the same.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		(ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure Event, the Authority shall pay Damages to the Concessionaire of an amount calculated at the rate of [0.1% (zero point one per cent)] of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum amount equal to the bid security.		
135		DCA, Cl 4.4- Damages for delay by the Concessionaire, Page no. 32, 33 In the event that: (i) the Concessionaire does not procure fulfillment or waiver of any or all of the Conditions Precedent set forth in Article 4.1.4 within the period specified in that Article; and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure Event, the Concessionaire shall pay Damages to the Authority of an amount calculated at the rate of [0.2% (zero point two per cent)] of the Performance Security for each day's delay until the fulfillment of the Conditions Precedent, up to	There is no such clause/article as 4.1.4 present in the DCA. The CPs of the Concessionaire have been laid down in Article 4.1.3 of DCA. Kindly rectify the same. Moreover, request BSWML to consider the damages equal to an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each week's delay until the fulfilment of Conditions Precedent by Concessionaire, subject to a maximum of 10% (ten percent) of the Performance Security.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		the maximum amount equal to the bid security and upon reaching such maximum amount, the Authority may, in its sole discretion and subject to the provisions of Article 24, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfillment of the Conditions Precedent specified in Article 4.1.2, no Damages shall be due and payable by the Concessionaire under this Article 4.4 until the date on which the Authority shall have procured fulfillment of the Conditions Precedent specified in Article 4.1.2.		
136		DCA, Cl 9.3.1- Operation & Maintenance Period Security, Page no. 58 For the Last Year of the Concession, the validity of the O&M Security shall be such that it will be 100% valid and released in equal annual installments over the next 15 years subject to the post-closure activities being carried out satisfactorily.	Release of M7M securities to be done within completion of the Concession period/ termination whichever happens earlier. Request Authority to clarify the standards that have to followed by the Concessionaire to carry out and complete the post-closure activities which are satisfactory as per Authority's expectation.	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML
137		DCA, Cl 12.2- Security Creation, Page no. 73 12.2.4 The Concessionaire shall not be		Tender conditions prevail.

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		entitled to create any Security over the Site or any part thereof, or any of the Project Facilities whether in favor of the Lenders or any third Persons.		
138		DCA, Cl 13.1- Independent Engineer, Page no. 75 The Independent Engineer shall assist the Authority in supervising the development of all the amenities and facilities required as basic and support infrastructure for implementation of the Project including construction/renovation, operation and maintenance of facilities for Integrated Solid Waste management system such as infrastructure, collection and transportation vehicles, ICT infrastructure, machinery and equipment procured, inherited, installed and operated and all other Project related physical assets (the "Project Facilities") and shall support Authority to monitor compliance with the KPIs during the O&M period. The detailed scope of work of the Independent Engineer is set out in Schedule 10.	Request Authority to amend the following clause to - collection and transportation vehicles as "Secondary Transportation"	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML
139		DCA, Cl 15.2.1- Basic Engineering Designs, Page no. 82 • Authority	There are no such clauses as 15.2 (a) and 15.2 (b) present in the DCA. Kindly	Tender conditions prevail.

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		shall provide comments if any, on the draft Basic Engineering Designs (including any comments from the Independent Engineer/PMU) to the Concessionaire..... The process set out in this Clause 15.2 (a) shall continue until the Basic Engineering Designs are approved by Authority in accordance with this Clause 15.2 (d). For the avoidance of doubt, ... in accordance with Technical Specifications, Applicable Laws, and Applicable Permits.	rectify the same.	
140		DCA, Cl 15.2.2- Screening Report, Page no. 82 • The Authority shall provide comments if any, on the draft Screening Report to the Concessionaire or notify the Concessionaire of its approval of the draft Screening Report.....The process set out in this Clause 15.2.2 (c) shall continue until the Screening Report is approved by Authority in accordance with this Clause 15.2.2 (c).	There is no such clause as 15.2.2 (c) present in the DCA. Kindly rectify the same.	Refer Addendum-2 for modification made to the tender document in this regard. Chief Engineer & Chief General Manager BSWML
141		DCA, Cl 15.11- Delay Liquidated Damages, Page no. 96, 97 If the Concessionaire completes the construction of the Project	There is no Article 19.6 in the DCA. Kindly rectify the same.	Tender conditions prevail.

Query Set #5: Hyderabad Integrated MSW Ltd.

Sl.		Text Provided	Query Raised	Response
		Facilities by the Scheduled Construction Completion Date, the aggregate Delay Liquidated Damages recovered by the Authority under this Article 19.6 for a delay in achieving any Milestone shall be refunded by the Authority to the Concessionaire, without any interest.		
142		DCA, Cl 15.12.1- Completion of Milestones, Page no. 98 • If Authority is satisfied that the works for the relevant Milestone have been completed in accordance with the requirements of Article 15.6, then, subject to Article 15.12.1(e) below, Authority shall issue a Milestone Completion Certificate to the Concessionaire for such completed Milestone, within 7(seven) Business Days from the date of inspection of the works covered by such Milestone.	There is no such clause as 15.12.1 (e) present in the DCA. Kindly rectify the same.	Refer Addendum-2 for modification made to the tender document in this regard. Chief Engineer & Chief General Manager BSWML
143		DCA, Cl 15.12.1- Completion of Milestones, Page no. 98 • If Authority fails to: inspect the completed portion of the works covered by the relevant Milestone, within 7 (seven) Business Days from the date of	There is no such clause as 15.12.1 (a) present in the DCA. Kindly rectify the same.	Refer Addendum-2 for modification made to the tender document in this regard.

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		receipt of a notice from the Concessionaire under Clause 15.12.1(a) above;		
144		DCA, Cl 15.13- Trial Operations, Page no. 103 It is clarified that no Damages are payable by the Concessionaire during the Trial Operations period for a failure to achieve the KPIs. ..... as may be extended in accordance with Clause 15.14(c) above. If the Project Facilities fails to achieve the KPIs on a continuous basis during the last [20 (twenty)] days of the [3 (three)] months Trial Operations period (as extended in accordance with Clause 15.14(c), then the Trial Operations period shall be extended by another 20 days. Subject to Clause 15.14(e)(i), the Trial Operations shall continue until the Concessionaire can demonstrate that the Project Facilities consistently achieves the KPIs for 20 (twenty) consecutive days.	There are no such clauses as 15.14 (c) and 15.14 (e) present in the DCA. Kindly rectify the same.	Refer Addendum-2 for modification made to the tender document in this regard. Chief Engineer & Chief General Manager BSWML
145		DCA, Cl 15.13- Trial Operations, Page no. 104 15.13.9 If the Authority : (i) does not undertake a final inspection of the Project Facilities within [5 (five)] Business	There is no such clause as 15.14 (e) present in the DCA. Kindly rectify the same.	Refer Addendum-2 for modification made to the tender document in this regard.

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		Days of receipt of a notice from the Concessionaire under Clause 15.14(e); or successfully completed for Project Facilities and the Trial Operations Completion Certificate will be deemed to have been issued to the Concessionaire upon the expiry of the [5 (five)] Business Days period (in case of (i)) and upon the expiry of the [7 (seven)] Business Days period (in case of (ii) and (iii)).		
146		DCA, 20.4-Withdrawals upon Termination, Page no. 137 20.4.1 Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Escrow Account shall, upon Termination, be appropriated in the following order: • All taxes due and payable by the Concessionaire for and in respect of the Project; ..... Provided that no appropriations shall be made under Sub-Article (g) of this Article 20.4.1 until a vesting certificate has been issued by the Authority.	There is no sub-article (g) of Article 20.4.1 in the DCA. Kindly rectify the same.	Tender conditions prevail.

Chief Engineer &
Chief General Manager
BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
147		DCA, 21.1.2- Non-Political Event, Page no. 138, 139 • Strikes or boycotts (other than those involving contractors, or their respective employees/ representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 7 (seven) days and an aggregate period exceeding 14 (fourteen) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 21.1.2 (b);	There is no such clause as 21.1.2 (b) present in the DCA. Kindly rectify the same	Tender conditions prevail.
148		DCA, 24.4- Termination due to Event of Default , Page no. 151 24.4.1 Termination for Concessionaire Event of Default: • Without prejudice to any other right or remedy which Authority may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, Authority shall, be entitled to terminate this Agreement in the manner as set out under Article 24.4.1(b) and Article 24.4.1(c).	There are no such clause Article 24.4.1(b) and Article 24.4.1(c) present in the DCA. Kindly rectify the same	Refer Addendum-2 for modification made to the tender document in this regard. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.

Sl.		Text Provided	Query Raised	Response
149		DCA, Cl 28.3- Evidence of Insurance Cover, Page no. 171 All insurances obtained by the Concessionaire in accordance with this Clause 27.3 shall be maintained with insurers on terms consistent with Good Industry Practice.	Request Authority to correct the typo error- "All insurances obtained by the Concessionaire in accordance with this Clause 28.3 shall be maintained with insurers on terms consistent with Good Industry Practice."	Tender conditions prevail.
150		DCA, Cl 28.4- Waiver of Subrogation, Page no. 171 All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 27 shall include a waiver of any and all right of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successor, underrating and their subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers of any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.	Request Authority to correct the typo error- "All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 28 shall include a waiver of any and all right of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successor, underrating and their subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers of any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance."	Refer Addendum-2 for modification made to the tender document in this regard. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
151		DCA, Cl 32.1- Assignment and Charges, Page no. 176 32.1.2 Restraint set forth in clauses (a) and (b) above shall not apply to:	There are no such clauses as (a) and (b) present above. Kindly rectify the same	Refer Addendum-2 for modification made to the tender document in this regard.
152		DCA, Cl 32.8- Severability, Page no. 176If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.	Request Authority to amend the following clause as- "If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise."	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
153		DCA, Cl 32.18- Entire Agreement, Page no. 182 ..... For the avoidance of doubt, the Parties hereto agree that any obligations of the Concessionaire arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such.	Request Authority to amend the following clause as- "..... For the avoidance of doubt, the Parties hereto agree that any obligations of the Parties arising from the Request for Qualification or Request for Proposals, as the case may be, shall be deemed to form part of this Agreement and treated as such."	Tender conditions prevail.
154		DCA, Article 33- Definitions, Page no. 185C&T or Collection & Transportation : refers to, Door to Door step collection & transportation and secondary collection & transportation up to Decentralized unto or Processing site	Request Authority to delete the said definition as it is not in Concessionaire's scope of work. It could be modified as- "Secondary C&T or Secondary Collection & Transportation : secondary collection & transportation from Transfer Stations to Decentralized unto or Processing site"	Refer Addendum-2 for modification made to the tender document in this regard.
155		DCA, Article 33- Definitions, Page no. 186COD – C&T (Commercial operation Date): means the date when the Concessionaire begins commercial operations of the Processing Facility pursuant to issuance of Completion Certificate by the Authority	Request Authority to modify the said definition as- "COD – C&T (Commercial operation Date): means the date when the Concessionaire begins commercial operations of the secondary collection & transportation from Transfer Stations pursuant to issuance of Completion Certificate by the Authority"	Refer Addendum-2 for modification made to the tender document in this regard.

Chief Engineer &
Chief General Manager
BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
156		DCA, Article 33-Definitions, Page no. 186COD – P&D (Commercial operation Date): Shall mean the date on which the Facility is ready to commence the operations and maintenance and is duly certified by the Independent Expert / Engineer. It shall not be later than 24 (Twenty-Four) months from the date of obtaining the CTO / EC as applicable from the KPCB and the extended actual date on which Facility starts the operation.	Request Authority to modify the said definitions as- "COD – P&D (Commercial operation Date): Shall mean the date on which the Facility is ready to commence the operations and maintenance and is duly certified by the Independent Expert / Engineer. It shall not be later than 24 (Twenty-Four) months from the date of obtaining the CTE / EC as applicable from the KPCB and the extended actual date on which Facility starts the operation."	Refer Addendum-2 for modification made to the tender document in this regard.
157		DCA, Article 33-Definitions, Page no. 189Implementation period: Shall mean the time period after obtaining the CTO / Environmental Clerance or any clearance required to the COD of Processing & Disposal Facility.	Request Authority to correct the typo error in the following definition- "Implementation period: Shall mean the time period after obtaining the CTE / Environmental Clerance or any clearance required to the COD of Processing & Disposal Facility."	Refer Addendum-2 for modification made to the tender document in this regard.
158		DCA, Article 33-Definitions, Page no. 190Integrated Waste Management Facility: Shall mean the facilities for weighing, post segregation, material recovery, processing of all kinds municipal solid waste received from the project Area having technology of storage, segregation, wet and dry	Request Authority to remove the terms "Waste to Energy" as Concessionaire can dispose of RDF by any other means.	Refer Addendum-2 for modification made to the tender document in this regard. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		waste processing facility, Material Recovery facility and disposal of RDF by the means of Waste to Energy and Inerts disposal in a Scientific Engineered Landfill.		
159		DCA, Article 33-Definitions, Page no. 195Transfer station: A permanent facility established by the Concessionaire at various locations of project area, where the waste is taken from smaller collection vehicles and placed in larger vehicles for transport, including truck trailers, railroad cars, or barges. Recycling and some processing activity may also take place at transfer stations.	Request Authority to modify the said definitions as- "Transfer station: A permanent facility established by the Authority or existing C&T Contractors at various locations of project area, where the waste is taken from smaller collection vehicles and placed in larger vehicles for transport, including truck trailers, railroad cars, or barges. Recycling and some processing activity may also take place at transfer stations."	
160		RFP Clause 3.4.1 3.1.4 Similar Assignments For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following projects shall be deemed as similar assignments (the "Eligible Assignments"). The similar Assignments should be in operation for continuous three years or more in India or Abroad in	The definition of "Similar Assignment" under the Bid Documents does not include experience related to Secondary Collection and Transportation (C&T). However, 50% of the tipping fee component has been allocated to C&T activities, indicating its substantial relevance to the scope of work. In view of this, request is made to include Secondary Collection and Transportation experience, as specified	Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		the period of past five years from the PDD under the following: Experience towards Construction and Operations C Maintenance of Wet Waste Processing and Treatment through Compositing of 600 TPD capacity OR Construction and OCM of Bio-methanation plant from MSW waste of 300 TPD capacity. AND Experience in construction and OCM of Waste to Energy plant to generate electricity from MSW of 7MW capacity. The Bidder may meet technical criteria as detailed in clause 3.1.4 by way of entering into a Teaming Agreement with an Original Equipment Manufacturer/Technology Supplier (OEM) and in such case the Bidder must meet the Financial Qualification (Clause 3.1.5) by its own. The OEM Supplier must be able to showcase relevant experience in the 3 years prior to the PDD. The Selected Bidder shall not be allowed to change the	under Clause 3.1.3 (AI), within the eligibility criteria under Clause 3.1.4 (a). This amendment will ensure alignment between the technical qualification requirements and the financial weightage assigned to various components of the project.	Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
161		RFP Clause 3.1.5 Financial Qualification	Financial Qualification a. Net worth: 20% and 25% of the Estimated Project Cost(for north and south package respectively), in the Financial Year preceding the Proposal Due Date b. Turnover: 40% and 50% of the Estimated Project Cost (for north and south package respectively) during any two years in the last five years indicated in the Invitation for Tender. There is a mismatch on Prequalification (financials) sought in both the Package document. Request authority to confirm.	Refer Addendum-2 for modification made to the tender document in this regard.
162		Page: 39 Clause:2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Concession Agreement, he shall be liable to be debarred for any future assignment of the	The clause imposing a five-year debarment on individual Key Personnel and potential cancellation of the Project for false averments or non-availability is arbitrary and disproportionate. It unfairly penalizes the Concessionaire for circumstances often beyond its control and lacks any provision for due process or corrective action. Such a harsh consequence is not aligned with industry norms, where	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		Authority for a period of 5 (five) years. The award of the Project to the Applicant may also be liable to cancellation in such an event.	issues related to personnel are typically addressed through replacement or reasonable penalties. This clause introduces unnecessary risk to project continuity and should therefore be deleted or suitably modified to ensure fairness and proportionality. Thus this clause should be deleted.	
163		Page: 48 Clause: 2.16.7.b.ii In the event, the Joint Venture / Consortium has been declared as the Selected Bidder and issued Letter of Award, all Members of the Joint Venture / Consortium shall sign the Concession Agreement with the Authority. In this regard, it is clarified that all the Members of the Joint Venture / Consortium shall be jointly and severally liable towards the Authority to execute the Project during the Concession Period and irrespective of the failure of any particular Member of the Joint Venture / Consortium, the Authority shall be entitled to call upon the Lead Member or other Member(s) of the Joint Venture/ Consortium to discharge the obligations of the Joint Venture /	The requirement for all Members of the Joint Venture/Consortium to sign the Concession Agreement and be jointly and severally liable throughout the Concession Period is unduly onerous and commercially impractical, particularly for financial or technical partners who may only be involved during the development or initial phases of the Project. Holding all Members liable for the entire duration, regardless of their role or shareholding over time, creates an unreasonable and disproportionate risk, and may deter credible partners from participating in the bidding process. Such liability structure also lacks flexibility for legitimate exit or restructuring of the Consortium over a long concession term. It is therefore submitted that this clause be deleted or revised to reflect a more balanced and risk-appropriate	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		Consortium;	framework, in line with standard industry practices.	
164		DCA Pg 12 2.2. Introduction An Integrated Solid Waste Management (ISWM) facility has been conceptualized to offer a comprehensive solution for the processing of solid waste generated in Bengaluru City, at various locations as per project requirements. The ISWM Project involves secondary transportation of municipal waste and further processing solid waste into new or recycled products through methods such as composting, bio-methanation, waste-to-energy from RDF, pelletization, or other proven technologies, in accordance with the standards outlined in the Background Documents, Solid Waste Management Rules 2016, NGT orders, SBM 2.0, and other applicable laws and amendments during the concession period.	Any NGT orders awarded before the COD of the ISWM facility and after the expiry of the Concession period should not be a reason for penalty	Refer Addendum-2 for modification made to the tender document in this regard. Chief Engineer & Chief General Manager BSWML
165		DCA Clause 12.1.2 Pg 72 The Concessionaire hereby agrees and undertakes that it shall	Requesting Authority to consider 180 days for the financial closure instead of 90 days.	Refer Addendum-2 for modification made to the tender document in this regard.

Query Set #5: Hyderabad Integrated MSW Ltd.

Sl.		Text Provided	Query Raised	Response
		achieve Financial Closure within [90 (ninety)] days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding [90 (ninety)] days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day of delay. 12.1.3 Damages specified herein shall be payable every week in advance and the period beyond the said [90 (ninety)] days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Closure has occurred solely as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Article 4 or due to Force Majeure.		Chief Engineer & Chief General Manager BSWML
166		DCA Page: 70 Clause: 11.3 Felling of trees: The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of	We request Authority to modify this clause as Felling of trees: The Authority shall obtain all the Applicable Permits for felling of trees in the project site if and only if such trees	Tender conditions prevail.

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		trees in the project site if and only if such trees cause a material adverse effect on the construction of the plant and operation or maintenance of the Project. The cost of such felling shall be borne by the Authority, and in the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.	cause a material adverse effect on the construction of the plant and operation or maintenance of the Project. The cost of such felling shall be borne by the Authority, and in the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.	
167		Page: 132 Table: 19.2(a) Waste Segregation: Segregated waste must not be mixed together, and waste must not be segregated at the Transfer Station (10% Weightage)	We request Authority to delete this clause as waste segregation to be done by primary C&T Contractor.	Tender conditions prevail.
168		Page: 143 Table: 21.6.1 Upon occurrence of any Force Majeure Event prior to	This should be compensated as per the termination payment clause.	Tender conditions prevail.

Chief Engineer &
Chief General Manager
BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		the COD, the Parties shall bear their respective costs, and no Party shall be required to pay to the other Party any costs thereof.		
169		Page: 153 Clause: 24.4.2 Termination for Authority Event of Default	We request Authority to Add New Points: a. In case the Authority has failed to make any payments due to the Concessionaire beyond 30 (thirty) working days from the receipt of Invoice. b. If Authority has failed to hand over the suitable land upto HFL Level (Project site and CTP's location as well) within 90 days from the date of signing of this Agreement.	Tender conditions prevail.
170		DCA Page: 124 Clause: 15.13.5 The PMU shall review and certify the Tipping Fee Statement of the month, the statement of MSW quantum handled from the Project jurisdiction area and support documents submitted by the Concessionaire. The PMU shall submit to the Authority an invoice statement of the amount payable for the month along with the original monthly bill and all the supporting documents submitted	We request Authority to modify the clause as "The IE shall review and certify the Tipping Fee Statement of the month, the statement of MSW quantum handled from the Project jurisdiction area and support documents submitted by the Concessionaire. The IE shall submit to the Authority an invoice statement of the amount payable for the month along with the original monthly bill and all the supporting documents submitted by the Concessionaire.. The same shall be done in two parts: for the amount pertaining to Tranche 1 payments, the	Tender conditions prevail. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		by the Concessionaire basis their evaluation. The same shall be done in two parts: for the amount pertaining to Tranche 1 payments, the PMU should process and recommend within 7 working days of the receipt of the Tipping Fee Statement from the Concessionaire, and within **21 days for the Tranche 2 of the Payment**. The PMU shall also ascertain the amount of tipping fees to be withheld as per provision of Article 19.	IE should process and recommend within 7 working days of the receipt of the Tipping Fee Statement from the Concessionaire, and within **14 days for the Tranche 2 of the Payment.** The percentage of tipping fee to be paid to the Concessionaire in the 1st tranche will be 80% of the Invoice, the balance would be paid in the 2nd tranche as per evaluation and after applicable deductions. The IE shall also ascertain the amount of tipping fees to be withheld as per provision of Article 19. The penalty under article 19 to be capped to 5% of the tipping fee (tranche II)".	
171		RFP Clause 3.1.4 The Bidder may meet technical criteria as detailed in clause 3.1.4 by way of entering into a Teaming Agreement with an Original Equipment Manufacturer/Technology Supplier (OEM) and in such case the Bidder must meet the Financial Qualification (Clause 3.1.5) by its own. The OEM Supplier must be able to showcase relevant experience in the 3 years prior to	Does this imply that Bidder needs to partner with the OEM? Will OEM have any stake in SPV? Request Authority to clarify	Refer Addendum-2 for modification made to the tender document in this regard. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.				
Sl.		**Text Provided**	**Query Raised**	**Response**
		the PDD. The Selected Bidder shall not be allowed to change the OEM Supplier after submission of such an Agreement at any point throughout the Concession Period. Failing to do so shall constitute an Event of Default on the part of the Concessionaire and shall be sufficient grounds for termination by the Authority. The Teaming Agreement must be for supply of Technology, and for O&M of the same for a minimum period of 5 years.		
172		RFP Clause 3.1.3 A2(II) The comparative size and quality of Eligible Assignments: a. If the bidder successfully constructed and done O&M of a WTE plant for the generation of electricity with minimum size of the plant being 14MW during last 5 years and the plant is running successfully as on PDD as per Clause 3.1.3: 6 Marks OR If the bidder successfully constructed and O&M of the Bio-gas plant of 600TPD / Composting plant for the MSW of atleast	We request Authority to modify this clause in consonance to the similar work experience mentioned in clause 3.1.4 and accordingly comparative size may be modified as where the comparative size and quality of Eligible Assignments: a. If the bidder successfully constructed and done O&M of a WTE plant for the generation of electricity with minimum size of the plant being 14MW during last 5 years and the plant is running successfully as on PDD as per Clause 3.1.3: 6 Marks And If the bidder successfully constructed and O&M of the Bio- gas plant of	Refer Addendum-2 for modification made to the tender document in this regard. Chief Engineer & Chief General Manager BSWML

Query Set #5: Hyderabad Integrated MSW Ltd.,				
Sl.		**Text Provided**	**Query Raised**	**Response**
		1200TPD: 6 Marks	600TPD / Composting plant for the MSW of at least 1200TPD: 6 Marks	
173		General Pre-bid response and Addendums	We request that all the addendums, pre bid replies and corrigendum's published on KPP Portal to be incorporated in the DCA before signing of the agreement.	Tender conditions prevail.

Chief Engineer &
Chief General Manager
BSWML